

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 76 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. 2000-N-00120		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/10/01
7. ISSUED BY Centers for Disease Control and Prevention (PGO) Contracts Management Branch 2920 Brandywine Rd, Rm 3000 Atlanta, GA 30341-5539		CODE 7523		6. REQUISITION/PURCHASE NO. Request for Contract	
				8. ADDRESS OFFER TO (If other than Item 7) Approved as to Form and Legality: _____	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and 9* copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Same as Item 7 until 2:00p local time June 11, 2001
***For Full & Open. See Section L.14 for information on copies for Small Business Set-Aside.** (Hour) (Date)

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Deborah S. Fallick	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (770) 488-2602	C. E-MAIL ADDRESS dsf2@cdc.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 305 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NO. AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
		To Be Shown on Individual Task Orders	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM G.2 and G.3
24. ADMINISTERED BY (If other than Item 7) Centers for Disease Control and Prevention (PGO) Contracts Management Branch 2920 Brandywine Rd, Rm 3000 Atlanta, GA 30341-5539		25. PAYMENT WILL BE MADE BY See Sections G.2 and G.3 for details	
26. NAME OF CONTRACTING OFFICER (Type or print)		By: UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies Or Services And Prices/Costs

Note: Unless Otherwise Specified in this Section, all CLINS apply to both the full and open and small business set-aside competitions.

B.1 Task Order CLINS. See Section J.1 for Level of Effort and Cost/Pricing Sheets. For proposal purposes in pricing Time and Materials and Labor Hour CLINS, do not complete any Labor Hour CLIN. Provide pricing for both type task orders in Time & Materials CLINS.

Basic Period of Performance

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Cost Plus Fixed Fee	MAX VALUE		
0002	Time & Material	MAX VALUE		
0003	Labor Hour	MAX VALUE		
0004	Firm Fixed Price	MAX VALUE		

First Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0005	Cost Plus Fixed Fee	MAX VALUE		
0006	Time & Material	MAX VALUE		
0007	Labor Hour	MAX VALUE		
0008	Firm Fixed Price	MAX VALUE		

Second Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0009	Cost Plus Fixed Fee	MAX VALUE		
00010	Time & Material	MAX VALUE		
00011	Labor Hour	MAX VALUE		
00012	Firm Fixed Price	MAX VALUE		

Third Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00013	Cost Plus Fixed Fee	MAX VALUE		
00014	Time & Material	MAX VALUE		
00015	Labor Hour	MAX VALUE		
00016	Firm Fixed Price	MAX VALUE		

Fourth Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00017	Cost Plus Fixed Fee	MAX VALUE		
00018	Time & Material	MAX VALUE		
00019	Labor Hour	MAX VALUE		
00020	Firm Fixed Price	MAX VALUE		

Fifth Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00021	Cost Plus Fixed Fee	MAX VALUE		
00022	Time & Material	MAX VALUE		
00023	Labor Hour	MAX VALUE		
00024	Firm Fixed Price	MAX VALUE		

Sixth Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00025	Cost Plus Fixed Fee	MAX VALUE		
00026	Time & Material	MAX VALUE		
00027	Labor Hour	MAX VALUE		
00028	Firm Fixed Price	MAX VALUE		

Seventh Option Period

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
00029	Cost Plus Fixed Fee	MAX VALUE		
00030	Time & Material	MAX VALUE		
00031	Labor Hour	MAX VALUE		
00032	Firm Fixed Price	MAX VALUE		

B.2 Base Contract. To Be Used for Contract Award Purposes. See Section J.1 for Level of Effort Chart.

CLINS/LIN	EST. COST	FIXED FEE	TOTAL EST. CPFF
Basic Period of Performance			
First Option Period			
Second Option Period			
Third Option Period			

Fourth Option Period	
Fifth Option Period	
Sixth Option Period	
Seventh Option Period	
Total	\$ 0.00

B.3 HHSAR 352.232-74 Consideration -- Estimated Cost and Fixed Fee (Apr 1984) (To Be Used With Cost Plus Fixed Fee Task Orders and With Contract Modifications)

(a) It is estimated that the total cost to the Government for full performance of this contract/task order will be \$, of which the sum of \$ represents the estimated reimbursable costs and \$ represents the fixed-fee.

(b) Total funds currently available for payment and allotted to this contract/task order are \$, of which \$ represents the estimated reimbursement costs and \$ represents the fixed-fee. For further provisions on funding, see the Limitations of Funds clause.

(c) The Contracting Officer may allot additional funds to the contract/task order without the concurrence of the Contractor.

(End of Clause)

B.4 Equitable Adjustment of Fixed Fee

The fixed fee allocated on each cost plus fixed fee type task order issued under the contract is subject to equitable adjustment in the event that the performance of work requires less than 90% of the stated estimated effort for the task order or more than 110% of the stated estimated effort for the task order. Any equitable fixed fee adjustment to reduce the fixed fee under a task order will be based solely upon the difference between 90% of the stated estimated effort and the effort actually provided. Likewise, any equitable fixed fee adjustment to increase the fixed fee under a task order will be based solely upon the difference between 110% of the stated estimated effort and the effort actually provided.

(End of Provision)

B.5 Guaranteed Minimum

The Government guarantees a minimum order of \$1,000,000 over the life of the contract (maximum of 84 months). In the event that during the course of this contract, the Contractor receives obligations of less than this minimum, the Government will reimburse the Contractor for the difference between the actual obligation and the guaranteed minimum. In order to receive this minimum, the Contractor must submit a claim to the CDC Contracting Officer for reimbursement within sixty (60) calendar days from the date of contract expiration. Failure of the Contractor to meet its obligation under this section will result in forfeiture of any guaranteed amount due.

Section C - Description/Specification/Work Statement

Note: Unless Otherwise Specified in this Section, all information applies to both the full and open and small business set-aside competitions.

C.1 Statement of Work (Jul 1999)

The Contractor shall provide the necessary services and supplies as described in the Statement of Work, incorporated by reference in Section J.2.
(End of Clause)

Section D - Packaging And Marking

Note: There are no provisions in Section D for Either the Full and Open Competition or the Small Business Set-Aside Competition.

Section E - Inspection And Acceptance

Note: Unless Otherwise Specified in this Section, all clauses and provisions apply to both the full and open and small business set-aside competitions.

FAR SOURCE	TITLE AND DATE
52.246-3	Inspection of Supplies -- Cost-Reimbursement (Apr 1984)
52.246-5	Inspection of Services -- Cost-Reimbursement (Apr 1984)
52.246-6	Inspection -- Time-and-Material and Labor-Hour (Jan 1986)
52.246-16	Responsibility for Supplies (Apr 1984)
52.246-2	Inspection of Supplies --Fixed Price (Aug 1996)
52.246-4	Inspection of Services -- Fixed Price (Aug 1996)

E.1 Inspection and Acceptance (Jul 1999)

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or his duly authorized representative (who for the purposes of this contract shall be the Project Officer) at the destination of the articles, services or documentation.

(End of Clause)

Section F - Deliveries Or Performance

Note: Unless Otherwise Specified in this Section, all clauses and provisions apply to both the full and open and small business set-aside competitions.

Anticipated Base Period Performance Start Date: 04/01/02

Anticipated Base Period Performance End Date: 06/30/02

FAR SOURCE	TITLE AND DATE
52.242-15	Stop-Work Order (Aug 1989)
52.242-15 Alternate I	(Apr 1984)

F.1 Deliverable(s) Schedule (Jul 1999)

The Contractor shall deliver to the Co-Project Officer(s), Centers for Disease Control and Prevention (CDC), the reports specified in Section C.17, and such other reports as may be specified in individual task orders, within the time frames specified.

In addition, one copy of the reports specified in Section C.17 shall be furnished to the Contracting Officer, Centers for Disease Control and Prevention (CDC), Procurement and Grants Office, Contracts and Purchases Branch, 255 East Paces Ferry Road, N.E., Room 204, Mailstop E01, Atlanta, Georgia 30305

F.2 Period of Performance (Task/Delivery Order Contracts) (Jul 1999)

(a) Contract: The period of performance is anticipated to be a base period of performance of three months, beginning on or about April 01, 2002 and ending June 30, 2002. Thereafter, the Government anticipates six 12-calendar month option periods and one final option period which begins on or about July 1, 2008 and ends on or about March 30, 2008 so that the full term of the contract does not exceed 84 months. The effective date of the contract is shown on the face page of the contract. All option periods are exercised at the discretion of the Government.

(b) Task Orders: The time for completion of each Task Order will be determined for each individual Task Order through the mutual agreement of the parties involved. Task Orders under this contract may be awarded by the Contracting Officer at any time within the contract period. The actual performance of the work may extend beyond the contract period.

F.3 Place(s) of Performance (Jul 1999)

The Contractor shall perform all work under this contract at the locations identified in Section J.7.

F.4 Phase-In Period

The phase-in period shall be the first 90 calendar days from date of contract award, which will include the establishment of an Atlanta office, if necessary, connection of the Contractor's Local Area Network (LAN) to the CDC Wide-Area Network (WAN), and other activities preparatory to actual performance. This is provided to ensure continuity of effort and an effective assumption of responsibility. Individual task orders will be issued during this phase-in period with effective periods of performance commencing 30 days after award of the contract or on the date the Government and Contractor come to agreement on the Task Order.

For work performed in CDC facilities, the Government will provide necessary equipment, space, telephones, office furnishings, etc. The Government reserves the right to unilaterally change the list of CDC facilities as necessary due to agency expansion to new locations.

Section G - Contract Administration Data

Note: Unless Otherwise Specified in this Section, all provisions apply to both the full and open and small business set-aside competitions.

G.1 Payment by Electronic Funds Transfer (Jan 2000)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration, incorporated by reference in Section I, requires the Contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) The Contractor shall make the designation by submitting the form titled “ACH Vendor/Miscellaneous Payment Enrollment Form” to the address indicated below. Note: The form is either attached to this contract (see Section J.39, List of Attachments) or may be obtained by contacting the CDC Financial Management Office at (404) 687-6666.

(c) In cases where the Contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required.

(d) The completed form shall be mailed after award, but no later than 14 calendar days before an invoice is submitted, to the following address:

Centers for Disease Control and Prevention
Attention: Financial Management Office
Post Office Box 15580
Atlanta, Georgia 30333

(End of Clause)

G.2 Voucher/Invoice Submission -- Cost Contracts (Apr 2000) (To be Included in Cost Reimbursement Task Orders)

(a) Contractor voucher requests for reimbursement shall conform to the form, format, and content requirements of the Billing Instructions for Negotiated Cost Type Contracts, made a part of the contract in Section J.38, as may be supplemented by specific instructions of the Contracting Officer.

(b) The Contractor shall submit an original and (number of copies to be determined after contract award) copy of Task Order invoices/vouchers to the address shown below:

Full and Open

Centers for Disease Control and Prevention
Attention: Contract Specialist
2920 Brandywine Road, Suite 3000
Atlanta, Georgia 30341

Small Business Set-Aside

Centers for Disease Control & Prevention
Attention: Contract Specialist
2920 Brandywine Road, Suite 3000
Atlanta, Georgia 30341

(c) The Contractor is required to provide a copy of each of its voucher requests for reimbursement to the Project Officer (or to the Task Order Project Officer or Technical Monitor if this is a task order contract) concurrently with submission to the Contracting Officer.

(End of Clause)

G.3 Invoice Submission (Jul 1999) (To be Used On Other Than Cost Plus Fixed Fee Type Task Orders)

(a) The Contractor shall submit an original and (number of copies to be determined after contract award) copies of contract invoices to the address shown below:

Centers for Disease Control and Prevention
 Attention: Contract Specialist
 2920 Brandywine Road, Suite 3000
 Atlanta, Georgia 30341

(b) The Contractor is required to submit a copy of each invoice directly to the applicable Technical Monitor concurrently with submission to the Contracting Officer. When concurrent submission to the Technical Monitor is required, the date of receipt of an invoice by the Contracting Officer shall control for purposes of determining whether interest is required under the Prompt Payment Act.

(c) The Contractor agrees to include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Contract Number
- (4) Invoice Number
- (5) Invoice Date
- (6) Contract Line Item Number
- (7) Quantity
- (8) Unit Price & Extended Amount for each line item
- (9) Total Amount of Invoice
- (10) Name, title and telephone number of person to be notified in the event of a defective invoice
- (11) Payment Address, if different from the information in (c)(1).

(d) The paying offices are as follows:

Full and Open

Financial Management Office
 Post Office Box 15580
 Atlanta, Georgia 30333

Small Business Set-Aside

Financial Management Office
 Robert A. Taft Building
 4676 Columbia Parkway
 Cincinnati, Ohio 45226

Note: Required for Time and Materials & Labor Hour invoices only: Not required for use with Firm Fixed Price invoices. The Contractor shall, in addition to the above requirements, submit a detailed breakout of costs as supporting backup and shall place the following signed Contractor Certification on each invoice/voucher submitted under this contract:

I certify that this voucher reflects (fill in Contractor's name) request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Contract (fill in contract number)/Task (fill in task order number, if applicable), and that these costs are true and accurate to the best of my knowledge and belief.

(Original Signature of Authorized Official)

Typed Name and Title of Signatory

The date of receipt of a proper invoice/voucher by the Contracting Officer shall be used for the purpose of Prompt Payment Act time computations.

(End of Clause)

G.4 Reimbursement of Cost (Apr 2000) (To be included in Cost Reimbursement Task Orders)

(a) For the performance of this contract, the Government shall reimburse the Contractor the cost determined by the Contracting Officer to be allowable (hereinafter referred to as allowable cost) in accordance with the clause entitled Allowable Cost and Payment in Section I, Contract Clauses. Examples of allowable costs include, but are not limited to, the following:

(1) All direct materials and supplies which are used in performing the work provided for under the contract, including those purchased for subcontracts and purchase orders.

(2) All direct labor, including supervisory, that is properly chargeable directly to the contract, plus fringe benefits.

(3) All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.

(4) Special expenditures which, upon request from the Contractor, the Contracting Officer approves as being an allowable cost under this contract, such as purchase or lease of office furniture or equipment, etc.

(5) All travel costs plus per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract. These costs will be in accordance with the Contractor's policy and subject to the following:

(i) Air travel shall be by the most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

(ii) Rail travel shall be by the most direct route, first class with lower berth or nearest equivalent.

(iii) Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they do not exceed on a daily basis the per diem rates set forth in the Federal Joint Travel Regulation (JTR).

(iv) Travel via privately owned automobile shall be reimbursed at not more than the current General Services Administration (GSA) JTR established mileage rate.

(b) Except as stated herein, the Contractor shall not incur costs unless the prior written authorization of the Contracting Officer has been obtained. When costs are incurred without such prior authorization, with the intent of claiming reimbursement as direct costs, it shall be at the Contractor's risk.

(End of Clause)

G.5 Maximum Amount and Payment (Jul 1999) (To be Included in Time & Materials Task Orders)

(a) The maximum amount of the Government's liability under this Task Order shall not exceed \$_____ during performance of this Task Order.

(b) Payments will be made in accordance with FAR 52.232-7, "Payments Under Time And Materials And Labor Hour Contracts," incorporated by reference in Section I.

(End of Clause)

G.6 Payments (Jul 1999) (To be Included in Cost Reimbursement Task Orders)

The cost of the work to be performed by the Contractor under this Task Order (exclusive of the fixed fee) is estimated at \$_____. The Contractor shall receive a fixed fee of \$_____ for a total estimated cost plus fixed fee of \$_____. The Contractor shall invoice for his fixed fee in accordance with the clause of Section I entitled "Fixed Fee" FAR 52.216-08. Subject to the provisions of the clause entitled "Allowable Cost and Payment" of Section I, payments shall be made on a monthly basis as work progresses. After payment of 85% of the fixed fee, as provided for in the clause entitled "Fixed Fee" FAR 52.216-08 of Section I, further payment on account of the fixed fee shall be withheld until final payment.

(End of Clause)

G.7 Applicable Service Contract Act Wages (Jul 1999)

The Wage Determinations located at Section J.24 specifies minimum hourly rates of wages that shall be paid to all employees performing work on the Task Orders issued against this contract. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Service Contract Act of 1965, as amended. (See FAR 52.222-41, incorporated by reference in Section I.)

(End of Clause)

G.8 Evaluation Of Contractor Performance (Service) (Jan 2000)

(a) Purpose: In accordance with FAR 42.1502, the Contractor's performance will be periodically evaluated by the Government, in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information."

(b) Performance Evaluation Period: The Contractor's performance will be evaluated at least annually.

(c) Evaluators: The performance evaluation will be completed jointly by the Co-Project Officers and the Contracting Officer.

(d) Performance Evaluation Factors: The contractor's performance will be evaluated in accordance with the attachment listed in Section J.32 titled Contractor's Performance Report.

(e) Contractor Review: A copy of the evaluation will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor shall submit comments, rebutting statements, or additional information to the Contracting Officer within 30 calendar days after receipt of the evaluation.

(f) Resolving Disagreements Between the Government and the Contractor: Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor's response, and review comments, if any, will be retained as part of the evaluation.

(g) Release of Contractor Performance Evaluation Information: The completed evaluation will not be released to other than Government personnel and the contractor whose performance is being evaluated. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the contractor being evaluated as well as impede the efficiency of Government operations.

(h) Source Selection Information: Departments and agencies may share past performance information with other Government departments and agencies when requested to support future award decisions. The information may be provided through interview and/or by sending the evaluation and comment document to the requesting source selection official.

(i) Retention Period: The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future contract awards.

(End of Clause)

G.9 Co-Project Officers/Technical Monitors/Technical Contacts (Jan 2000)

(a) Performance of the Task Order work hereunder shall be subject to the technical direction of the Technical Monitor designated on the Task order and/or the Technical Contact designated on the Work Order. Co-Project Officers have responsibilities at the contract level and will act on behalf of the Government at the Task Order/Work Order levels when needed.

(b) As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These technical directions must be within the general scope of work, and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated Task Order/Work Order price/cost, or any stated limitation thereof. In the event that the Contractor feels that full implementation of any of these directions may exceed the scope of the Task Order/Work Order, he or she shall notify the originator of the technical direction and the Contracting Officer and the Co-Project Officer in a letter separate of any required report(s) within two (2) weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the Contractor fails to provide the required notification within the said two (2) week period that any technical direction exceeds the scope of the Task Order/Work Order, then it shall be deemed for purposes of this contract that the technical direction was within the scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract for Task Orders and/or Work Orders.

(c) The Government Co-Project Officers are not authorized to change any of the terms and conditions of this contract. Changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.

(d) The Government will provide the Contractor with a copy of the delegation memorandum for the Project Officer. Any changes in Project Officer delegation will be made by the Contracting Officer in writing with a copy being furnished to the Contractor.

(End of Clause)

G.10 Contracting Officer (Jul 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.
(End of Clause)

G.11 Contract Communications/Correspondence (Jul 1999)

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.
(End of Clause)

G.12 Property Administration

Patricia A. Fisher, Centers for Disease Control and Prevention, Material Management Branch, 4998C South Royal Atlanta Drive, Tucker, Georgia 30084, is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or duly designated successors. The Contractor agrees to identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator.
(End of Clause)

G.13 Subcontracting Program Reports

(a) The Contractor shall submit the reports listed below in accordance with the instructions and within the time periods specified on the report forms:

(1) Standard Form 294 (10-95), Subcontracting Report for Individual Contracts.

(2) Standard Form 295 (10-95), Summary Subcontract Report

(b) In addition to the reporting information specified on the report forms, the Contractor shall provide, in the "Remarks" block of each Standard form 294 submitted, a narrative of the progress made in fulfilling the small business and small disadvantaged business subcontracting goals contained in its approved plan.

(c) The Contractor shall report to the Contracting Officer any difficulties encountered in achieving the goals and shall describe the action being taken to overcome the difficulties.
(End of Clause)

G.14 Small Disadvantaged Business (SDB) Participation Targets and Reporting – To be Included in the full and open competition only.

In accordance with the contractor's proposal dated _____, the following small disadvantaged business participation targets are established for the performance of this contract:

<u>Name of Small Disadvantaged Business</u>	<u>NAIC Major Group</u>	<u>Participation Target Percentage</u>
(To be completed at the time of contract award)		

The Contractor shall notify the Contracting Officer in writing of any substitutions.

The Contractor shall report on the participation of SDB concerns at contract completion. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information.

At contract completion, the Contracting Officer will compare the target percentages of each proposed SDB participant to the actual percentage of SDB participation to determine if the Contractor met its SDB participation

targets during the contract period. The actual percentage of SDB participation will be based on the total contract amount as calculated through the issuance of individual task orders.
(End of Clause)

G.15 Cost Plus Fixed Fee Task Order Process

(a) The Government shall provide the Contractor with a request for Task Order that will include the scope of the work, a risk determination (low, moderate or high), and the Government's estimate of the level of effort that includes both estimated hours and the labor categories anticipated for the work.

(b) The Contractor shall provide appropriate Government representatives, i.e., the Technical Monitor and/or Technical Contact for the Task Order, the Co-Project Officer of the contract, and the Contracting Officer or duly assigned representative with a COST ONLY proposal to accomplish the work. The proposal shall include the labor category(ies) and estimated hours for each labor category, and any modifications to the scope of the work that the Contractor believes is required.

(c) Once the details of the Task Order are agreed upon, the Government will then offer the Contractor a fixed fee for the effort commensurate with the agreed upon Task Order risk assessment.

(d) Upon agreement of the fixed fee, the Government will provide the Contractor with a notice to begin work on the Task Order. The Contractor shall not begin work on any Task Order until the Government issues written notification to proceed.

(End of Clause)

G.16 Negotiated Indirect Cost Rates – (Feb 2000) (To Be Included in Cost Reimbursement Task Orders)

(a) Notwithstanding the provisions of the clause entitled Allowable Cost and Payment in Section I, Contract Clauses, allowable indirect costs under this contract shall be determined by applying the following negotiated indirect rates to the bases specified below:

	TYPE	RATE	LOCATION	APPLICABLE TO	BASE
Bases:	(1)				
	(2)				
	(3)				

(b) The above rates are provisional billing rates only and shall apply from the date of award until such time as the contract is modified. Any modification to change the above rates will also state the effective period covered for the new rates.

(c) Any failure of the parties to agree on any fixed overhead rate or rates or to the amount of any carry forward adjustment under this clause shall not be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the 'Disputes' clause of this contract. If for any fiscal year or other period specified in the contract, the parties fail to agree to a fixed overhead rate or rates, it is agreed that the allowable indirect costs under this contract shall be obtained by applying negotiated final overhead rates in accordance with the terms of the 'Allowable Cost and Payment' clause set forth in FAR 52.216-7, as in effect on the date of this contract.

(d) Submission of proposed fixed, provisional, and/or final overhead rates, together with appropriate data in support thereof, to the Secretary or the duly authorized representative and agreements on fixed, provisional, and/or final overhead rates entered into between the Contractor and the Secretary or the duly authorized representative, as evidenced by Negotiated Overhead Rate Agreements signed by both parties, shall be deemed to satisfy the requirements of paragraphs (b), (d), and (e), of this clause.

(End of Clause)

Section H – Special Contract Requirements

Note: Unless Otherwise Specified in this Section, all clauses and provisions apply to both the full and open and small business set-aside competitions.

H.1 Security Clearance Requirements (Jul 1999)

(a) Definitions. “Employees” means both contractor and subcontractor employees unless otherwise noted:

The phrase “CDC owned or leased facilities” includes ATSDR, NIOSH/PRC/Pittsburgh, Pa.; NIOSH/Morgantown, W.V.; NIOSH/SRC/Spokane, Wa.; NIOSH/Cincinnati, Ohio; NCHS/Research Triangle Park, N.C.; NCHS/Hyattsville, Md. NCID/Fort Collins, Colorado; NCID/Anchorage, Alaska, and NCID/San Juan, Puerto Rico, as well as any other locations added during the term of the contract.

(b) General. All contract employees who will be performing work under this contract on-site (i.e., in a CDC owned or leased facility) for a period exceeding 90 days in duration (45 days if employee is designated to work in Building 10, 15, or 17 at 1600 Clifton Road, Atlanta, GA, or at CDC’s Lawrenceville, GA facility) shall receive a favorable suitability determination prior to reporting to work at an on-site facility. Any contract employee(s) who cannot obtain a favorable suitability determination, will not be permitted to work at an on-site facility (see paragraph (c) below on temporary determinations.).

The Contractor shall be responsible for managing its workforce to ensure that sufficient contract employees who meet all suitability requirements are available to perform the duties required under the contract. New or replacement contract employees must have previously received a favorable suitability determination in sufficient time to perform work at an on-site facility under the contract. If it has been over one (1) year since a contract employee has worked in a position on a Federal contract for which a security clearance was required, a new National Agency Check and Inquiry (NACI) must be obtained.

(c) Temporary Determinations/Clearances. The Contracting Officer may, as appropriate, authorize and grant temporary suitability determinations to contract employees. However, the granting of a temporary determination shall not be considered as assurance that full clearance will follow. The granting of a temporary determination shall not prevent, preclude or bar the withdrawal or termination of any temporary determination. Prior to the Government’s issuance of a temporary determination, the Contractor shall obtain and provide to the Contracting Officer a state-wide criminal records check for all on-site contract employees. The Contractor shall also obtain and provide to the Contracting Officer a state-wide motor vehicle violations check for any contract employee required to operate a motor vehicle as part of their duties under the contract at an on-site facility. All criminal record checks and motor vehicle violation checks shall cover a twelve (12) month period beginning twelve (12) months prior to the date of the contract award. Criminal record checks and motor vehicle violation checks may be obtained through local state, county or city law enforcement agencies at contract employees place of residence. Where state-wide criminal record and motor vehicle violation systems are not available, county-wide or city-wide checks may be substituted. All substitutions shall be certified by the law enforcement agency that a state-wide criminal record system is not available.

(d) Required Information for NACI Clearance. Unless otherwise specified, the Contractor shall submit the completed forms specified below to the appropriate office as directed by the Contracting Officer not later than 5 calendar days from the effective date of the contract. Items (1) through (6) must be completed by contract employees who require access to on-site facilities in the performance of the contract. Additionally, the contractor shall furnish, on a monthly basis, item (7) (if the information requested in Item (7) is provided as part of the Contractor’s standard invoice, no additional submission is required). The Government will furnish the necessary forms to the Contractor.

(1) two (2) completed Forms FD-258, “FBI Fingerprint Charts”***

(2) one (1) completed Standard Form 85, “Questionnaire for Non-Sensitive Positions”

(3) one (1) completed “Declaration for Enrollment”

(4) one (1) resume or curriculum vitae or completed job application form

(5) one (1) copy of the state-wide criminal records check

(6) one (1) copy of the motor vehicle violations check (when applicable)

(7) a complete listing of all current Contractor and Subcontractor on-site employees by name, work location and employer.

***The CDC, Human Resources Management Office (HRMO) have the necessary equipment to complete fingerprint charts (FD-258). The Contractor may contact the Contracting Officer for arrangements regarding utilization of the HRMO fingerprinting equipment. The fingerprint charts may also be completed through a local state, county or city law enforcement agency at the employee's place of residence.

Using the required information specified above, a National Agency Check and Inquiry (NACI) will be processed by the CDC through the Office of Personnel Management and the Federal Bureau of Investigations (OPM/FBI) on each contract employee who will be performing duties on-site.

(e) Removal of Contractor Employees. The Contracting Officer may request the Contractor to immediately remove any contract employee from the on-site facility who has failed to receive a suitability determination and whose continued employment is deemed contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the on-site facility and its population. The Contracting Officer may also request the Contractor to immediately remove any contract employee from the on-site facility should it be determined that the individuals are being assigned to duty who have been disqualified for suitability reasons, or who are found to be unfit for performing duties during their tour(s) of duty. Contract employees who are requested to be removed from the on-site facility are required to leave the work site immediately.

The Contracting Officer will make all determinations regarding the removal of any contract employee from the on-site facility, except under certain conditions. When a Contracting Officer is not available, either during the day or after normal business hours, or in situations where a delay would not be in the best interest of the Government, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the Project Officer will have the authority to direct immediate removal of the contractor employee from the on-site facility. The Contracting Officer shall subsequently provide the official notification to the Contractor for removal of a contract employee from the CDC facility. When removal is directed due to a nonsuitability determination as a result of the NACI, no further information will be provided. If removal is directed for other reasons relating to specific conduct of the employee during performance of the work, the Contracting Officer's official notification will provide information as to these reasons.

(f) Identification Badges/Cardkey Access.

(1) Identification Badges:

The Contractor shall require each contract employee who has been authorized unescorted access to an on-site facility, either through the temporary clearance process or the formal NACI process, to display an identification badge as required and furnished by the CDC. The Contractor shall submit to the Project Officer a completed Identification Badge Request Form (CDC Form 0.1137) for each contract employee who has been authorized unescorted access to an on-site facility. Contact the Project Officer for details on additional procedures, specific addresses and hours of business for issuance of Identification Badges for all other CDC locations.

(2) Cardkey Access:

Unescorted access to certain on-site facilities at CDC may only be gained through the use of a Cardkey. If a contract employee has been determined to need regular unescorted access to one of the Cardkey access designated areas, a Cardkey Request Form (CDC Form 0.834) must be completed and submitted to the Project Officer for written approval. Contact the Project Officer for details of procedures and specific addresses and hours of business for issuance of Cardkey Access.

(3) Return of Identification Badges/Cardkeys

The Contractor shall arrange for the return of any employee identification badges and/or cardkeys immediately upon their separation of the duties at the on-site facility. Contact the Project Officer for location of the depositories for the return of badges. Cardkeys shall be returned to the appropriate Physical Security Activity Office.

(End of Clause)

H.2 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)

The Contractor is hereby notified of the restrictions on the use of Department of Health and Human Service's funding for lobbying of Federal, State and Local legislative bodies.

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12. In addition, the current Department of Health and Human Services Appropriations Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support, or defeat legislation pending before the Congress, or any State or Local legislature except in presentation to the Congress, or any State or Local legislative body itself.

The current Department of Health and Human Services Appropriations Act also provides that no part of any appropriation contained in this Act shall be used to pay the salary or expenses of any contract or grant recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress, or any State or Local legislature.

(End of Clause)

H.3 Smoke Free Environment (Jul 1999)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

(End of Clause)

H.4 Representations, Certifications and Other Statements of Offerors (Jul 1999)

The Representations, Certifications and Other Statements of Offerors submitted by _____ dated _____ are hereby incorporated by reference, with the same force and effect as if they were given in full text.

(End of Clause)

H.5 Task Order Clause Applicability (Feb 2000)

Some or all of the following special provisions are applicable only to the extent indicated in individual task orders:

- (a) Printing Restrictions
- (b) Automated Information Systems (AIS) Security
- (c) Contractor Security Requirements

(End of Clause)

H.6 Privacy Act Applicability (Apr 2000)

(a) Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFR Part 5b, Privacy Act Regulations, may be obtained at

(b) The Project Officer is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.

(End of Clause)

H.7 Minimum Required Insurance (Jul 1999)

In accordance with FAR 52.228-5, Insurance, Work on a Government Installation, incorporated by reference in Section I, the Contractor shall furnish a certificate of insurance of the following types and minimum amounts which shall be obtained and maintained during the entire period of performance of this contract:

- (a) Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000;
 - (b) General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence;
 - (c) Automobile Liability Insurance - \$200,000 per person, \$500,000 per occurrence bodily injury; \$20,000 per occurrence property damage.
- (End of Clause)

H.8 HHSAR 352.270-5 Key Personnel (Apr 1984)

CDC considers the labor categories specified below essential to the work being performed under this contract. CDC acknowledges that an offeror may want to provide a different labor category mix as Key Personnel. That can be done. In addition if an offeror wants to include subcontractor personnel as Key Personnel, that too can be done. The Key Personnel provision in the contract, will be the Key Personnel agreed upon. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate. If any of the key personnel named in the contract are employees of subcontractors, or during contract performance, new or proposed subcontractors, the Contractor shall include this clause in all such subcontracts.

Full and Open Competition

Program Director
Deputy Program Director
Program Managers

(End of Clause)

Small Business Set-Aside

Program Director
Program Manager(s)

H.9 Government Property (Jan 2000)

(a) Government-Furnished Property (GFP). The Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government in the performance of this contract provided the property is furnished, or the Contractor is notified of the Government's intent to furnish it, prior to the Contractor's commitment to acquire such items. A listing of Government Furnished Property is furnished in Sections J.28 and J.29. Title to all property furnished by the Government shall vest in the Government.

(b) Contractor-Acquired Property (CAP). Regardless of the place of performance, when the costs of such items will be charged to the contract, the Contractor must receive written consent from the Contracting Officer prior to purchase of any item which requires such consent under FAR 52.244-2 (see Section I, FAR 52.244-2, paragraphs (c), (d) and (e)).

(c) If performance of this contract is within and on Government facilities, and the Government-furnished property or contractor-acquired property is for use only within or on the Government facilities, the control and accountable record keeping for such property shall be retained by the Government (see FAR 52.254-1, Property Records). The Contractor shall remain accountable for loss or damage, but will not be required to submit an annual inventory or place its own bar codes on the items. The Government will provide property labels and other identification for contractor-acquired Government property under this paragraph.

(d) If performance of this contract is not within Government facilities, and there is either Government-furnished property or contractor-acquired property being used in performance of the work, the Contractor shall be responsible for the control and accountable record keeping for such property in accordance with FAR Subpart 45.5 as supplemented by HHS Publication (OS) 74.115 entitled "Contractor's Guide for Control of Government Property," a copy of which will be provided upon request.

(e) The Chief of Material Management Branch, PGO, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or a duly designated successor(s). The Contractor shall identify each item of equipment furnished by the

Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the “Contractor’s Guide for Control of Government Property.”
(End of Clause)

H.10 Payment of Overtime Premiums (For Other Than Cost Plus Fixed Fee Task Orders)

In accordance with FAR 52.222-2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime hours do not exceed _____ hours per contract period of performance.
(End of Clause)

H.11 Incorporation of Technical Proposal

The technical proposal dated _____ in response to RFP 2000-N-00120 is incorporated into the contract by reference. The Contractor shall perform the work substantially as set forth in the technical proposal. Any revisions to the technical proposal that would significantly alter the technical approach must be approved in writing by the Contracting Officer. In the event of a conflict between Section C, Statement of Work, and the Contractor’s technical proposal, Section C shall take precedence.
(End of Clause)

H.12 Identification of Data

The Contractor shall identify the technical data delivered to the Government as required by this contract with the number of the contract and the name and address of the Contractor and subcontractor, should that be the case, who generated the data.
(End of Clause)

H.13 Data Subject to Confidentiality Requirements

The type(s) of data subject to the clause at 352.224-70, Confidentiality of Information, which has been incorporated by reference in Section I, are as follows: **All data to which the Contractor’s employees and/or subcontractors and their employees have access as a result of performance of this contract, which is classified as being of either moderate or high sensitivity.**
(End of Clause)

H.14 Training of Contract Employees

The Contractor’s staff may be required to attend CDC-provided security training and other technical training, as determined to be in the best interest of the Government. This may include authorizing Contractor employees to attend training provided through the CDC Employee Development Branch, or authorizing the Contractor to obtain training from outside sources.
(End of Clause)

H.15 Technical Competence

For each labor category, Contractor personnel must (1) possess the necessary skill sets, levels of competency, experience, and level of expertise to perform the jobs as described in Section J.25; (2) meet the specialized qualifications specified in the task order; and 3) be capable of performing the functions described in a competent and professional manner.

Resumes for the personnel to be assigned to task orders must be submitted to the Government for verification of the above on a case-by-case basis as determined by the Government. If the provided resumes are insufficient to verify the required qualifications, the Technical Monitor, Co-Project Officers, or Contracting Officer may request additional information from the Contractor as may be necessary. Should the continued assignment of any person in the Contractor’s organization be deemed to be not in the Government’s best interests, that person shall be

immediately removed from the assignment. The Contractor's employees and subcontractors and their employees will adhere to the Government Standards of Conduct.
(End of Clause)

H.16 Organizational Conflicts of Interest – Special Clause

(a) The primary purpose of this clause is to aid in ensuring that the contractors (1) are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

(c) The contractor shall be ineligible to participate in any capacity in CDC contracts, subcontracts, or proposals (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any consulting or support services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this clause shall preclude the contractor from competing for follow-on contracts for support services.

(d) If the contractor under this contract prepares a complete or essentially complete statement of work or specification (including product description) to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specification.

(e) Nothing in this clause shall preclude the contractor from offering or selling its standard commercial items to the Government, provided that such sale is not the result of any analysis or recommendations made to the Government under this contract.

(f) If the contractor, in the performance of this contract, obtains access to information or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the CDC based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously or otherwise made available to the public by CDC.

(g) The contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose consistent with the Rights in Data provisions of this contract.

(h) The contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, an immediate and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action which the contractor has taken or proposed to take to avoid or mitigate such conflicts.

(i) The contractor shall include this clause, including this subparagraph, in subcontracts of any tier which may involve technical consulting or management support services.

(j) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

(k) Requests for waiver under this clause shall be made direct, in writing, to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.
(End of Clause)

H.17 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance)

Government personnel observe the listed days as holidays:

Washington's Birthday	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Christmas Day	New Year's Day
Columbus Day	Martin Luther King Day
Any other day designated by Federal Statute	
Any other day designated by Executive Order	
Any other day designated by Presidential proclamation	

The Contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such days by government personnel shall not "on-its-face" be cause for an additional period of performance, or entitlement of compensation except as set forth within the contract. Contractor employees performing duties at Government sites are automatically relieved from duty by virtue of the fact that government employees are dismissed early or given the day off, and it will be without loss to the Contractor in accordance with the payment method set forth in the paragraph below. No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for authorized overtime work.

Further, when the Government grants administrative leave to its employees, contractor personnel shall also be dismissed. When administrative leave is granted to contractor personnel assigned on-site as a result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the Contractor. In this instance, the cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of indirect cost for employees whose regular time is normally charged indirect (in accordance with the contractor's accounting policy). In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative.

All personnel assigned to this contract shall limit their observation of holidays to those set forth above or the alternatives set forth under the U.S. Department of Labor Service Contract Act of 1965, as amended.
(End of Clause)

H.18 Software Made Available for Contractor's Use

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.

(b) The Contractor recognizes and acknowledges that software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of CDC's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

(e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

(f) Utilization of software and data contained therein is also subject to HHSAR 352.224-70, Confidentiality of Information.
(End of Clause)

H.19 Warranty Exclusion and Limitation of Damages – Special Provision

Except as expressly set forth in writing in this agreement (to include all Task Orders issued) and except for the implied warranty of merchantability, there are no warranties expressed or implied.

In no event will the contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, Section 2.715, in effect in the District of Columbia as of January 1, 1973, i.e., --
Consequential damages resulting from the seller's breach include—

- (a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- (b) Injury to persons or property proximately resulting from any breach of warranty.

(End of Cause)

H.20 Contractor Acquired Property

The Contractor may be authorized to purchase under other direct costs the following:

Software manuals for development or support purposes only; and Purchase or rental of unique hardware and software (not specified in the statement of work) for development or support purposes.

Contractor shall, if requested, provide proof of license of all software used in performance of this contract. Only licensed software and in-house developed code (including Government and contractor developed) shall be used on CDC systems. No public domain, shareware, or bulletin board software shall be installed unless prior written approval is obtained from the Contracting Officer or Co-Project Officers.

(End of Clause)

H.21 Automated Information Systems Security Requirements

(a) General. CDC has instituted an Automated Information System (AIS) Security program as defined in the DHHS Information Resources Management (IRM) Manual, Part 6, AIS Security Program Handbook and other applicable regulations, requirements, and restrictions pertaining to AIS security. By accepting this contract, the Contractor providing application systems or Federal information Processing (FIP) resources to CDC, a component of the Department of Health and Human Services (DHHS), agrees to comply with the applicable AIS security policy. The Contractor shall include this requirement in any subcontract awarded under this prime contract. Failure to comply with said requirements may constitute cause for termination for default.

(b) Employee Security Clearances. Contractor employees in AIS-related positions must comply with the criteria for assigning risk level designations in the Federal Personnel Manual (FPM), Section 731, "Personnel Suitability". A copy will be provided upon award of the contract. These designations shall be determined by the CDC Information Systems Security Officer and the CDC Co-Project Officers.

Contractor employees assigned to a 6C (high risk) position are subject to a Background Investigation (BI). Contractor employees assigned to a level 5C (Moderate Risk) position, with no previous investigation and approval, must undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI). Contractor employees assigned to a Level 1C position (Low Risk or Nonsensitive) are subject to a National Agency Check and Inquiry (NACI). Contractor employees who have previously been investigated and approved (by another approved agency or organization under appropriate authority for processing investigations), within the past five years, may only need to be subject to an updated or upgraded investigation.

Verification of these clearances, e.g., duplicate copies of processed forms verifying processing under Section 3(a) of Executive Order 10450, must be submitted to the Contracting Officer for verification. The contractor must submit to the Contracting Officer copies of the following forms for employees who do not already have the required clearances:

- (1) Standard Form 85-P, "Questionnaire for Public Trust Positions"
- (2) Standard Form FD 258, "Finger Print Form"

Personnel without required security clearances cannot perform any contract work unless they are escorted by Government personnel while on site.

(c) Non-Disclosure Agreement Requirements. Contractor employees must sign a written non-disclosure agreement before data and information otherwise exempt from public disclosure (e.g. Privacy Act or Data Collected Under an assurance of Confidentiality) may be disclosed to them. A sample disclosure statement is provided as Section J.33. In addition to the non-disclosure agreement, the Contractor shall establish and follow the security precautions considered by CDC to be necessary to ensure proper and confidential handling of data and information. This information is more specifically addressed in the DHHS Automated Information Systems Security Program (AISSP) Handbook.

(d) Compliance Monitoring. Upon five (5) days advance notice in writing, the Contractor shall afford CDC personnel full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and databases which the Contractor may develop or employ in the conduct of this contract for the purpose of carrying out a program to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, confidentiality, and timely access by authorized persons. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Changes or corrections to existing safeguards or institution of new safeguards is subject to the mutual agreement of the parties. The Government reserves the right to make the final determination of appropriateness of such changes or corrections. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) Permitting Access to Secure Systems. While the CDC E-mail system is designed secure, i.e. it employs encryption technology on all message traffic, users are not guaranteed absolute privacy of their E-mail. The Contractor shall not allow employees to use files (script) for logging onto systems which contain the employee's password(s). Contractor multi-user systems used to process data under this contract shall use the following pre-logon warning message:

WARNING WARNING WARNING

**THIS COMPUTER IS OPERATED BY/FOR THE U.S. GOVERNMENT. UNAUTHORIZED ACCESS TO
 AND/OR USE OF THIS COMPUTER SYSTEM IS A VIOLATION OF LAW AND PUNISHABLE UNDER
 THE PROVISIONS OF 18 U.S.C. 1029, 18 U.S.C. 1030, AND OTHER APPLICABLE STATUTES.**

The Department of Health and Human Services considers E-mail messages, as part of government-provided E-mail systems, to be Government property. While all employees, including system administrators, are expressly prohibited from violating the security of the E-mail system, as well as other information system security protections, by intercepting and/or reading E-mail traffic arbitrarily, there may be occasions due to technical, administrative, or legal reasons for systems administrators to access messages upon authorization by two concurring senior management officials.

System administrators shall obtain a written authorization Section J.10 before taking actions that would allow anyone other than the intended recipient to read the contents of an e-mail message or messages or obtain access to any other password-protected electronic system or file. Improper and unauthorized access of other person's e-mail messages or other secure information systems is a violation of federal regulation and policy and may also violate other federal security and privacy laws. Such actions will result in appropriate legal or contractual action.

Under no circumstances is a contractor permitted to make any use of Government computer equipment, software, or supplies for purposes other than performance of this contract.

(f) Employee Resignation or Termination. When an employee no longer requires access to the system (if the employee leaves the company or the contract), the contractor shall notify the Co-Project Officers within two working days. At contract completion or termination, the contractor shall provide a status list of all users and note if any users still require access to the system to perform work under any other contract. Any group accounts or other means of gaining access to the system shall be listed also, this includes maintenance accounts and security bypasses. If an employee is fired or leaves the contract or company under adverse conditions, the contractor shall notify the Co-Project Officers before the employee is removed, if possible. If circumstances make advance notification impracticable, the contractor shall notify the Co-Project Officers immediately after dismissing the employee, so that the Government may terminate that employee's access to CDC systems. When an employee leaves the contract, the contractor shall ensure that all files are disposed of by transfer to another user, archive,

destruction, etc. as appropriate. The Contractor shall report such disposition in a separate section of the summary monthly report.

(g) Contract Close-out. Upon completion of the work of this contract, or of each task order issued under the contract, including delivery of all required deliverables, the contractor shall submit to the Contracting Officer a statement certifying that the data processed during the performance of this contract has been purged from all data storage components of its computer facilities, including system backups, and no output has been retained by the contractor. If immediate purging is not possible, the contractor shall certify that any CDC data remaining in any storage component, including system backups, will be safeguarded to prevent any unauthorized disclosure.

(h) Miscellaneous. The details of any security safeguards that the contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's written consent. Likewise, the details of any security safeguards that may be revealed to the Contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's written consent. Any information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such materials shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an authorized officer or employee of the contractor shall require written approval of the Contracting Officer.

Any information with personal identifiers shall be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output shall be given the same level of protection as required for the source materials.

(End of Clause)

H.22 Technology Refreshment

It is anticipated that during the life of the contract, new and enhanced information and data processing technologies will become commercially available. The Contractor shall research, test, evaluate new technologies and provide presentations to CDC relative to these technologies on a quarterly basis. The Contractor shall provide descriptive technical and cost information to the CDC/ATSDR Co-Project Officer(s), Technical Monitor(s), and/or Technical Contact(s) as appropriate. These technologies may be accepted at the option of the Government, provided at least equivalent performance with economic benefits or significantly enhanced performance accrues to the Government.

The introduction of commercially available software, hardware, and equipment into an existing system may result in the temporary degradation of the system's performance. When this condition occurs, it creates processing delays and increases costs to the users. To limit the effects of such occurrences, the Contractor shall obtain the written approval of the Contracting Officer, or a duly authorized representative, prior to the introduction of software, hardware, and equipment into the system. The purpose of this requirement serves to notify the Government of the contemplated change and to allow sufficient dialogue between both parties as to the potential impact of the change. The Government will review the potential impact of any software package on the operations of the systems supporting this contract and determine the acceptability of the addition to the current operating environment.

(End of Clause)

H.23 Performance Based Task Orders

The Government anticipates that there will be Task Orders that lend themselves to performance based contracting techniques. When a Statement of Work is identified as having the needed elements for performance based techniques the Government will so inform the Contractor in order that performance requirements, performance standards, methods of measurement, performance metrics, and performance incentives, as applicable, can be developed and agreed upon. The Government believes that the following services could lend themselves to performance based techniques: Help Desk Support, Software Support, Data Entry Services, Creating and Maintaining Storage Library of Current CDC IT Policies and Procedures Configurations for Hardware, Software, LAN/MAN/WAN and all Software Documentation and Licenses, Asset Management Tracking, IT Architecture Change Tracking, and Some Software Development Projects. Sample templates, applicable to these various areas are included in Section J.36. The information included in this attachment is informational in nature. Any performance based measures and/or incentives adopted at the task order level are unique and dependent upon the specific task order requirements and will be negotiated and agreed upon between the Contractor and the Government. A Quality Assurance Surveillance Plan must be developed for any performance based task orders

containing monetary incentives or disincentives. A sample Quality Assurance Surveillance Plan is included in the solicitation as Section J.37.

H.24 Contract Wide Performance Based Measures

The Government has identified two Performance Based Measures that will be included as requirements at the contract level. The two areas of support that will be measured on a contract wide basis are Customer Satisfaction and Filling Contract/Task Order Vacancies. The performance incentive for both will be handled by documenting the results in the Contractor's Past Performance Reports. The details of the Performance Requirements are included in this solicitation at Section J.35. These two performance measures may be revised after contract award to include monetary incentives and disincentives. The details of any revisions will be negotiated between the Government and the Contractor and subsequently incorporated into the contract.

H.25 Agency Ombudsman (Jul 2000)

Awardees under the multiple award contract scenario do not have the right to file a formal protest in connection with the issuance or proposed issuance of task orders under this contract (except protests based upon an alleged increase in scope, period of performance, or maximum value of the contract). In accordance with FAR 16.505(b)(6), CDC has designated an agency Contract Ombudsman who is responsible for reviewing the complaints from contractors on the task order process, in lieu of protests. The Ombudsman's responsibility is to review complaints and ensure that all contractors are afforded a fair opportunity to be considered, consistent with procedures in the contract. The Contract Ombudsman is independent of the contracting office. The process for handling complaints under the Ombudsman are as follows:

- (a) The written complaint shall be sent to:

CDC Alternative Dispute Resolution Office
Attention: Ms. Reba Rivera
1 West Court, Suite 760, M/S D-67
Atlanta, GA 30030

Telephone: (404) 371-5917
Facsimile: (404) 371-5923
E-mail: ror5@cdc.gov

Complaints shall be submitted to the Agency Ombudsman within 10 days after notification of a task order award or of a debriefing whichever is later.

- (b) The Ombudsman will contact the complainant by phone, to assure full understanding of the issues raised in the complaint. This contact will be made within 2 working days of the receipt of the complaint by the Ombudsman. Since there is only one individual serving as the agency Contract Ombudsman, there may be complaints received when the Ombudsman is in a travel or leave status. In that instance, the Ombudsman will begin action on the complaint immediately upon return to the office.

- (c) The Ombudsman will interview the Contract Specialist involved in the disputed Task Order Request for Proposal (RFP) and the award. The Ombudsman will review the files of the RFP and award files, contract provisions, post award conference materials, and relevant Comptroller General decisions, if necessary.

- (d) Within 3 working days of completion of the review of and interviews, the Ombudsman will contact the contractor filing the complaint to explain the findings.

- (e) The Ombudsman will also convey the findings to the contractor in writing, with copies to the Director of the Procurement and Grants Office (PGO), the Associate Director of Management and Operations, and the contracting personnel involved in the RFP process.

- (f) The Ombudsman will retain a file of the complaints received to be reviewed once per year to determine if any patterns or issues emerge which should be addressed by the Director of PGO.
(End of Clause)

H.26 Year 2000 Compliance – Commercial Supply Items

The Contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose noncompliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.27 Year 2000 Compliance - Non-Commercial Supply Items

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.28 Work In Laboratory Environments

Some work requires access to laboratory environments which may require that personnel have immunizations and/or tests (e.g., baseline serum, Hepatitis B and Rabies vaccination, TB skin test) before entering those areas. The Government will be responsible for notifying the Contractor in advance which immunizations or tests are required for access to any given laboratory area. CDC will provide immunizations to contractors required to enter areas where there is a risk of exposure to infectious agents unique to the CDC environment. Medical surveillance may be required for entry into some CDC work spaces.

H.29 Non-Personal Services

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. **If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.**

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government.

In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall insure that all of its employees and subcontractor employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

Note: Unless Otherwise Specified in this Section, all clauses apply to both the full and open and small business set-aside competitions.

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil/VFFARa.htm> or [VFFAR1.htm](http://farsite.hill.af.mil/VFFAR1.htm)

(End of Clause)

NOTE: Unless otherwise specified, clauses in Section I, both by reference and in text, are applicable to both the full and open competition and small business set-aside competition.

FAR SOURCE	TITLE AND DATE
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.207-5	Option to Purchase Equipment (Feb 1995)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records -- Negotiation (Jun 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data -- Modifications (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data -- Modifications (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or

	Pricing Data -- Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Mar 2000)
52.216-8	Fixed Fee (Mar 1997)
52.219-6	Notice of Total Small Business Set-Aside (Jul 1996) <u>Specifically for Total Small Business Set-Aside Portion of Solicitation. Not applicable to full and open competition</u>
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.219-9	Small Business Subcontracting Plan (Oct 2000)
52.219-9 Alternate II	Small Business Subcontracting Plan (Alternate II) (Oct 2000)
52.219-16	Liquidated Damages -- Subcontracting Plan (Jan 1999)
52.219-25	Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Oct 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990)
52.222-3	Convict Labor (Aug 1996)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.222-41	Service Contract Act of 1965, as Amended (May 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (May 1989)
52.222-49	Service Contract Act -- Place of Performance Unknown (May 1989)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-Free Workplace (Jan 1997)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-3	Patent Indemnity (Apr 1984)
52.227-17	Rights in Data -- Special Works (Jun 1987)

52.228-5	Insurance—Work on a Government Installation (Jan 1997)
52.230-2	Cost Accounting Standards (Apr 1998) <u>For Full and Open Competition Only</u>
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998) <u>For Full and Open Competition Only</u>
52.230-6	Administration of Cost Accounting Standards (Nov 1999) <u>For Full and Open Competition Only</u>
52.232-1	Payments (Apr 1984)
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (Mar 2000)
52.232-8	Discounts for Prompt Payment (May 1997)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-11	Extras (Apr 1984)
52.232-17	Interest (Jun 1996)
52.232-20	Limitation of Cost (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jun 1997)
52.232-34	Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998)
52.233-3	Protest After Award (Aug 1996)
52.233-3 Alternate I	(Jun 1985)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (Oct 1995)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes—Fixed Price (Aug 1987)
52.243-1 Alternate II	Changes—Fixed Price (Apr 1984)
52.243-2	Changes -- Cost-Reimbursement (Aug 1987)
52.243-2 Alternate II	Changes -- Cost-Reimbursement (Alternate II) (Apr 1984)
52.243-3	Changes -- Time-and-Materials or Labor-Hours (Sep 2000)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-1	Property Records (Apr 1984)
52.245-2 Alternate I	Government Property (Fixed-Price Contracts) (Alternate I) (Apr 1984)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)
52.246-20	Warranty of Services (Apr 1984)

52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Sep 1996)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-6 Alternate IV	Termination (Time and Material or Labor Hour) (Sep 1996)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
HHSAR SOURCE	TITLE AND DATE
352.216-72	Additional Cost Principles (Oct 1990)
352.224-70	Confidentiality of Information (Apr 1984)
352.228-7	Insurance -- Liability to Third Persons (Dec 1991)
352.228-7 Alternate I	Insurance -- Liability to Third Persons (Alternate I) (Apr 1984)
352.228-7 Alternate II	Insurance -- Liability to Third Persons (Alternate II) (Apr 1984)
352.232-9	Withholding of Contract Payment (Apr 1984)
352.233-70	Litigation and Claims (Apr 1984)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-6	Publications and Publicity (Jul 1991)
352.270-7	Paperwork Reduction Act (Apr 1984)

Section I-2 - Clauses Incorporated In Full Text

I.2 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.3 FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date

of contract award through the expiration date of the period of performance; however, the Government will not issue product type task orders in the final period of performance of the contract so that completion of the product type task order will extend beyond 90 days of the last day of the contract and all term type task orders will end on the last day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.4 FAR 52.216-19 Order Limitations (Oct 1995) – Applicable to Small Business Set-Aside Competition Only

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.5 FAR 52.216-19 Order Limitations (Oct 1995) - Applicable to Full and Open Competition Only

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$10,000,000;

(2) Any order for a combination of items in excess of \$20,000,000; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 FAR 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days from the date of the expiration of the contract.

(End of Clause)

I.7 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the expiration date of the contract.

(End of Clause)

I.8 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days before the last day of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months.

(End of clause)

I.9 FAR 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999)

(a) *Definitions.* As used in this clause—

“Small disadvantaged business concern” means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104©(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

“United States” mean the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, [an] otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

☐ Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—
contract only end items manufactured or produced by small disadvantaged business concerns in the United States.
This paragraph does not apply in connection with construction or service contracts.
(End of Clause)

I.10 FAR 52.219-23 Alternate II (Oct 1998)

(i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;
(End of Alternate)

I.11 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

For Use With Both Full and Open and Small Business Set-Aside Competitions

IT Security Specialist, GS-14	\$38.81
Biostatistician, GS-14	\$38.81
Computer Assistant, GS-07	\$15.57
Computer Operator I, GS-09	\$19.04
Computer Operator II, GS-12	\$27.62
Computer Programmer I, GS-11	\$23.04
Computer Programmer II, GS-12	\$27.62
Computer Programmer III, GS-13	\$32.84
Computer Scientist I, GS-14	\$38.81
Computer Scientist, II, GS-15	\$45.85
Computer/Statistical Assistant, GS-06	\$14.01
Cost Analyst, GS-13	\$32.84
Data Analyst I, GS-09	\$19.04
Data Analyst II, GS-12	\$27.62
Data Analyst III, GS-14	\$38.81
Data Control Specialist, GS-09	\$19.04
Data Entry Operator I, GS-07	\$15.57
Data Entry Operator II, GS-09	\$19.04
Database Specialist I, GS-12	\$27.62
Database Specialist II, GS-13	\$32.84
Graphical User Interface Designer, GS-12	\$27.62
Graphics Specialist, GS-12	\$27.62
Informatics Specialist, GS-14	\$38.81
Instructional Technologist, GS-12	\$27.62
Joint Application Development (JAD) Facilitator, GS-13	\$32.84
Network Engineer I, GS-13	\$32.84
Network Engineer II, GS-14	\$38.81
Network Specialist, GS-12	\$27.62
Production Control Coordinator, GS-09	\$19.04
Program Director/Deputy (Key Personnel), GS-15	\$45.85
Program Manager, GS-14	\$38.81
Project Lead, GS-12	\$27.62
Public Health Analyst, GS-13	\$32.84
Quality Assurance/Quality Control Specialist, GS-13	\$32.84
Scientific Data Analyst, GS-14	\$38.81
Systems Analyst I, GS-12	\$27.62
Systems Analyst II, GS-13	\$32.84
Systems Analyst III (includes Chief Technologist), GS-14	\$38.81
Systems Engineer I, GS-12	\$27.62
Systems Engineer II, GS-14	\$38.81
Systems Programmer I, GS-12	\$27.62
Systems Programmer II, GS-13	\$32.84
Systems Programmer III, GS-14	\$38.81
Task Manager, GS-13	\$32.84
Technical Automation Specialist, GS-12	\$27.62
Technical Information Specialist, GS-12	\$27.62
Technical Writer/Document Specialist, GS-13	\$32.84
Tester, GS-09	\$19.04
Training Specialist I, GS-09	\$19.04
Training Specialist II, GS-11	\$23.04
User Relations Specialist, GS-14	\$38.81
User Support Specialist I, GS-09	\$19.04
User Support Specialist II, GS-11	\$23.04
User Support Specialist III, GS-12	\$27.62

(End of Clause)

I.12 FAR 52.244-2 Subcontracts (Aug 1998)

(a) *Definitions.* As used in this clause—

“*Approved purchasing system*” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“*Consent to subcontract*” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“*Subcontract*” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

____ (f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

I.13 FAR 52.244-2 Alternate II Subcontracts (Alternate II) (Aug 1998)

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(End of Alternate)

I.14 52.244-6 Subcontracts for Commercial Items and Commercial Components.

As prescribed in 44.403, insert the following clause:

Subcontracts for Commercial Items and Commercial Components (Oct 1998)

(a) *Definitions.* "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I.15 FAR 52.245-2 Government Property (Fixed-Price Contracts) (Dec 1989)*(a) Government-furnished property.*

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

- (i) decrease the Government-furnished property provided or to be provided under this contract, or
- (ii) substitute other Government-furnished property for the property to be provided by the

Government, or to be acquired by the Contractor for the Government, under this contract.

The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon --

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government --

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively. (End of Clause)

I.16 HHSAR 352.202-1 Definitions (Apr 1984)

(a) The term "Secretary" or "Head of the Agency" (also called "Agency Head") means the Secretary, Under Secretary, or any Assistant Secretary, Administrator or Commissioner, of the Department of Health and Human

Services; and the term “his/her duly authorized representative” means any person, persons, or board authorized to act for the Secretary.

(b) The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) The term “Project Officer” means the person representing the Government for the purpose of technical monitoring of contract performance. The Project Officer is not authorized to issue any instructions or directions which effect any increases or decreases in the scope of work or which would result in the increase or decrease of the price of this contract or a change in the delivery dates or performance period of this contract.

(d) The term “Department” means the Department of Health and Human Services.

(e) Except as otherwise provided in this contract, the term “subcontract” includes purchase order under this contract.

(End of Clause)

I.17 HHSAR 352.202-1 Alternate I Definitions (Alternate I) (Apr 1984)

(a) The term “Secretary” or “Head of the Agency” (also called “Agency Head”) means the Secretary, Under Secretary, or any Assistant Secretary, Administrator or Commissioner, of the Department of Health and Human Services; and the term “his/her duly authorized representative” means any person, persons, or board authorized to act for the Secretary.

(b) The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) The term “Project Officer” means the person representing the Government for the Purpose of technical monitoring of contract performance. The Project Officer is not authorized to issue any instructions or directions which effect any increases or decreases in the scope of work or which would result in the increase or decrease of the cost of this contract or a change in performance period of this contract. In addition, the Project Officer is not authorized to receive or act upon the Contractor's notification of a revised cost estimate pursuant to the Limitation of Cost or Limitation of Funds clause of this contract.

(d) The term “Department” means the Department of Health and Human Services.

(e) Except as otherwise provided in this contract, the term “subcontract” includes purchase order under this contract.

(End of Alternate)

Section J - List Of Attachments

No.	Title
1.	Section B - Level Of Effort Matrix
2.	Section C – Statement of Work
3.	IRMO Strategic Plan http://www.cdc.gov/irmo/irmsplan2001.pdf
4.	[Reserved]
5.	[Reserved]
6.	General Description of Information System Development and Support Requirements by CDC/ATSDR Organization
7.	Places of Performance
8.	Employee Use of Information Technology Resources
9.	ADP Security Policy
10.	Authorization for Single Instance Access – Sample Form
11.	Information Security Policy
12.	Information Resources Management Policies
13.	CDC & ATSDR Microcomputer and LAN Standards/Guidelines
14.	Numbering Standards for Network Based Service Providers
15.	Security Standards for Novell File Servers
16.	Naming Standards for Network Based Service Providers
17.	WAN Emergency Notification Procedures
18.	WAN Notification
19.	Standard for Dial_In/Dial_Out Access to CDC PCs and/or the CDC-Net
20.	Guidelines/Protocol for Contacting WAN/LAN Support
21.	Enterprise Network Service Operations Chart
22.	Standards for Exchange Public Folders
23.	Netware 5 Architecture and Implementation Plan
24.	Department of Labor Wage Determinations
25.	Labor Category Descriptions
26.	Estimated Data Entry Quantities
27.	Staffing Profile Estimates by Geographic Locations and Onsite/Offsite Location
28.	Government Furnished Property – Software – Note: Full and Open Only. N/A for Set-Aside.
29.	Government Furnished Property – Hardware – Note: Full and Open Only. N/A for Set-Aside.
30.	Past Performance Customer Survey Questionnaire
31.	Applicable Federal Information Processing Standards (FIPS) - http://www.itl.nist.gov/fipspubs/0-toc.htm
32.	Contractor Performance Report
33.	Confidentiality Agreement Sample
34.	DHHS Small, Small Disadvantaged, HUBZone and Woman Owned Small Business Subcontracting Plan
35.	Contract Wide PBSC Requirements
36.	Sample Task Order PBSC Requirements
37.	Sample Quality Assurance Surveillance Plan
38.	Billing Instructions
39.	SF 3881 Electronic Funds Transfer Enrollment Form
40.	Solicitation Mailing List

Section K - Representations, Certifications, And Other Statements Of Offerors

Note: Unless Otherwise Specified in this Section, all provisions apply to both the full and open and small business set-aside competitions.

FAR SOURCE
52.203-11

TITLE AND DATE
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

K.1 FAR 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

“*Common parent*,” as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“*Taxpayer Identification Number (TIN)*,” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis. _____

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt):

- ☐ Corporate entity (tax-exempt):
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K.2 FAR 52.204-5 Women-Owned Business (Oct 1995) – For Full and Open Competition Only

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

K.3 FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "*Principals*," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.4 FAR 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends ☐ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

K.5 FAR 52.219-1 Small Business Program Representations (Oct 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.

(2) The small business size standard is \$18,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.6 FAR 52.219-1 Alternate I Small Business Program Representations (Alternate I) (Oct 2000)

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of Alternate)

K.7 FAR 52.219-22 Small Disadvantaged Business Status (Oct 1999) – For Full and Open Competition Only

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K.8 FAR 52.219-22 Alternate I Small Disadvantaged Business Status (Alternate I) (Oct 1998) – For Full and Open Competition Only

(b) Representations.

(3) Address. The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/adbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Alternate)

K.9 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

(a) It * has, * has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
(End of Provision)

K.10 FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that --

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(End of Provision)

K.11 FAR 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
(End of Provision)

K.12 FAR 52.226-2 Historically Black College or University and Minority Institution Representation (May 1997)

(a) *Definitions.* As used in this provision --

“*Historically Black College or University*” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“*Minority Institution*” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C.1059c(b)(1)).

(b) *Representation.* The offeror represents that it --

☐ is ☐ is not a Historically Black College or University;

☐ is ☐ is not a Minority Institution.

(End of Provision)

K.13 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. *Disclosure Statement* -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) *Check the appropriate box below:*

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ ***The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.***

Caution An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no
(End of Provision)

K.15 Contact for Negotiation/Administration (May 1998)

Designate a person we may contact for contract administration in the event your firm receives a contract as a result of this solicitation:

Name: _____ Title: _____

Address: _____
(Street) (City) (State) (Zip Code)

Area Code: _____ Telephone: _____

Bidder/Offeror is located in _____ Congressional District.

Contract will be performed in _____
(State) (City) (Congressional District)
(End of Provision)

K.16 Certification (May 1998)

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications contained herein). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror.

The offeror makes the forgoing Representations and Certifications as a part of it's proposal.

(Name of offeror) (Solicitation Number)

(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offerors is prescribed in 18 U.S.C. 1001.
(End of Provision)

Section L - Instructions, Conditions, And Notices To Offerors

Note: Unless Otherwise Specified in this Section, all clauses and provisions apply to both the full and open and small business set-aside competitions.

FAR SOURCE	TITLE AND DATE
52.204-6	Data Universal Numbering System (DUNS) Number (Apr 1998)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-16	Facilities Capital Cost of Money (Oct 1997)
52.216-27	Single or Multiple Awards (Oct 1995)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)

L.1 FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (Feb 2000)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs ©(1)(i) and ©(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) The names, titles, telephone number, and facsimile number (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and —

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it

is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award two contracts resulting from this solicitation to the responsible offerors whose proposals represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award two contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offerors best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make awards on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(g) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.
(End of Provision)

L.2 FAR 52.216-1 Type of Contracts (Apr 1984)

The Government contemplates awarding two (2) contracts under this solicitation. Both awards will be ID/IQ cost plus fixed fee type contracts. One contract will be awarded using full and open competition procurement techniques for the CDC-wide portion of the work (CITS) and one contract will be awarded using total small business set-aside competition techniques for the work to be performed in Morgantown, West Virginia and Cincinnati, Ohio for NIOSH. All funding on both contracts will be committed under negotiated task orders. Task Order Statements of Work will be written by the Government and depending on the Statements of Work, Task Orders will be negotiated as cost plus fixed fee, firm fixed price, or time and materials.
(End of Provision)

L.3 FAR 52.219-24 Small Disadvantaged Business Participation Program—Targets (Jan 1999)

(a) This solicitation contains a source selection factor or subfactor in the full and open competition portion of the procurement related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the

NAIC Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.
(End of provision)

L.4 FAR 52.233-2 Service of Protest (Aug 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer or employee of the contracting office identified in Section A of the solicitation document (Standard Form 33), Item #7.

(b) The copy of any protest shall be received in the office designated in Section A of the solicitation document (SF 33), Item #7 within one day of filing a protest with the GAO.
(End of Provision)

L.5 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/vffar/htm>

(End of Provision)

L.6 Inquiries (May 1998)

Inquiries concerning the solicitation document should be submitted in writing to the issuing office. Inquiries must be received by the Contracting Office no later than **May 10, 2001**, and may be submitted via e-mail to dsf2@cdc.gov or mailed hard copy to the address shown in Section A, Item #7 as the issuing office on the cover sheet of the solicitation.

(End of Provision)

L.7 Incurring Costs (May 1998)

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

(End of Provision)

L.8 Alternate Proposals (May 1998)

The offeror may, at its discretion, submit alternate proposals or proposals that deviate from this solicitation's requirements; provided that the offeror also submits a proposal for performance of the work as specified in the statement of work. Alternate proposals may be considered if performance would be improved or not compromised, and if they are in the best interest of the Government. Alternate proposals, or deviations from any requirements of this RFP, must be clearly identified.

(End of Provision)

L.9 HHSAR 352.215-12 Restriction of Disclosure and Use of Data (Apr 1984)

The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its

prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes. The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI Officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (Insert page numbers, paragraph designations, etc. or other identification).

Offerors should mark each page of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal.”

Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(End of Provision)

L.10 General Instructions (Negotiated) (Jan 2000) and Proposal Format

(a) Offerors are invited to submit a proposal in response to this solicitation. All proposals received will become part of the official file.

(b) The following instructions establish the acceptable minimum requirements for the format and content of proposals.

(c) Your proposal must be prepared in separate parts as instructed herein. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other(s). The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, material, subcontracts, etc., must be contained in the technical proposal so that your understanding of the Statement of Work can be evaluated. The technical proposal must disclose your technical approach in sufficient detail to provide a clear and concise presentation that addresses, but is not limited to, the requirements of the technical proposal instructions.

(d) The proposal must be signed by an official authorized to bind your organization. You must submit **an original and 2** copies of your Technical Proposal and **an original and 2** copies of your Business Proposal under the full and open portion of the solicitation. You must submit **an original and 6** copies of your Technical Proposal and **an original and 6** copies of your Business Proposal under the small business set-aside portion of the procurement to the address which follows and you must indicate clearly on the line identifying the solicitation number whether your firm is responding to the full and open or the small business set-aside portion of the procurement.

Centers for Disease Control and Prevention
 Attention: Deborah S. Fallick, Contract Specialist
 2920 Brandywine Road, Suite 3000, Mailstop K14
 Atlanta, Georgia 30341-4146
 Solicitation Number: 2000-N-00120

(e) Offerors are requested to submit proposals, to the maximum extent possible, on high grade white paper which can be recycled, 8.5 inch by 11 inch in size with one inch margins, 12 point font, and single spaced lines except for any special charts, tables, or diagrams that may be necessary. An additional copy of the Business Proposal shall also be submitted on diskette (3 ½" high density only) or CD using Microsoft Excel version 7.0 or higher for all financial and data tables. Any extensive textual information in the business proposal that is not contained in the electronic spreadsheets, shall be provided in Microsoft Word version 7 or higher format.

(f) Facsimile proposals are **not** authorized

(g) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M, Evaluation Factors for Award.

(End of Provision)

L.11 Oral Presentation Instructions

After submission of initial proposal information (the written Technical Proposal and written Business Proposal), the government will perform an initial evaluation of proposals and consider two options: (1) make award without further discussions with any of the offerors; or (2) establish a competitive range consisting of the most highly rated offerors and proceed to the oral presentation phase of the procurement. If a competitive range is established the government will hold oral presentations with all offerors in the competitive range. Oral presentations do not constitute discussions. Should the government be unable to proceed to award after oral presentations, offerors in the competitive range will be contacted to set up discussions.

The government will send an electronic transmission; facsimile or e-mail, to each offeror in the competitive range to establish a date, time, and place for oral presentations. Offerors shall have 24 hours from receipt of that electronic transmission to confirm, either via return facsimile or e-mail or telephone, the date and time selected by the Contracting Officer. Saturday and Sunday confirmations can be submitted in the following manner: electronically to e-mail addresses: dsf2@cdc.gov or skiddoo@cdc.gov, telephonically to (770) 488-2602/2605; or electronically to facsimile number (770) 488-2670 or (770) 488-2671. In the event no written confirmation is received or exception taken within the allotted 24-hour response time frame, the date and time assigned by the government will stand. No rescheduling will be allowed once dates are selected. The government's assigned dates shall allow each offeror ten (10) calendar days for preparation time between the time of notification and the oral presentation date selected.

Members of the government evaluation team, including the Contracting officer or a duly authorized representative, or both, will attend oral presentations for all offerors in the competitive range. Offerors shall make presentations in person at the location designated by the Contracting Officer. Submission of videotapes or other forms of media (notwithstanding presentation materials such as a slide/overhead presentation), in lieu of in-person oral presentations will not be authorized. The government reserves the right to call for an intermission during the conduct of the presentation that will not be counted as part of the offeror's oral presentation time limit. The government will not engage in negotiations or discussions during these oral presentations; however, questions of a clarifying nature may be asked by the Contracting Officer or duly authorized representative at the conclusion of oral presentation topics.

Offeror's Oral Presentation Team

All proposed Key Personnel of the prime contractor and subcontractor(s), if applicable, as well as the senior most proposed members of the subcontractors, shall be allowed to participate in the presentations themselves. Key Personnel must either be employed by the offeror or the subcontractor(s) or have letters of commitment for employment contingent upon award. It is the offeror's responsibility to determine how many and the roles each will play in the oral presentations; however, Key Personnel staff shall be the primary presenters. Other members of the offeror's team in attendance shall only serve in supporting roles, e.g., responding to the Government's questions. Prior to the beginning of the presentation, the offeror shall introduce each person in attendance, their title, proposed involvement in the contract, and current job responsibilities regardless of whether they are already employed by the offeror or subcontractor or have letters of commitment for employment contingent upon award. Each introduction

shall not exceed two minutes and will not be charged against the oral presentation time limit. Oral Presentations shall not exceed four (4) hours for all topics, questions, answers, and breaks.

Oral Presentation Content

Each offeror in the competitive range shall make a presentation on how the offeror will manage the work under this contract including:

- transitioning tasks orders from incumbent contractor. Also, discuss the resources you will initially commit to the transition and the technical work during the transition process.
- addressing rapid technology change in the marketplace;
- addressing the IT and other talent needs for this contract in today's dynamic labor market;
- tracking, monitoring, and reporting to government customers on projects and tasks under this contract;
- capturing, managing, and sharing knowledge, expertise, and information across the contractor(s)' enterprise(s) and the contract staff and customers.

Offerors shall have up to forty-five minutes for this discussion. At the conclusion of offeror's presentation, the Government will ask questions relative to the content of the presentation, for which no time limit is placed.

For Full and Open Competition: Offerors in the competitive range shall also be required to provide a "live" demonstration of their online Project Management Reporting System. Up to thirty minutes will be allocated to the system demonstration. This demonstration shall address system functionality and compliance with the requirements of Section C.17B. The offeror should demonstrate the system's ability to provide information such as Statements of Work, invoices, and invoice backup material.

For The Small Business Set-Aside Competition: Offerors in the competitive range shall also be required to provide a "live" demonstration of their proposed electronic Project Management Reporting System. Up to fifteen minutes will be allocated to the system demonstration. This demonstration shall address system functionality and compliance with the requirements of Section C.17B. COTS packages will be acceptable only if compatible with the current CDC environment. The offeror should demonstrate the system's ability to provide information such as Statements of Work, invoices, and invoice backup material.

Offeror shall use either of the following two methods to make their live Project Management Reporting System demonstration: (1) a self contained system using PC, laptop and/or server or other unit offeror chooses to bring or (2) a PC or laptop connected to a remote system via dialup connection. The Government will provide the dial up access. No other method is acceptable. Offeror is responsible to provide all presentation equipment, projector, hardware, software, etc., necessary to demonstrate the system.

Following the 15-minute live system demonstration under the small business set-aside competition and the 30-minute live system demonstration under the full and open competition, the government will ask questions about the Project Management Reporting System. The subject of these questions may include:

1. Ease of navigation between system areas/screens.
2. System architecture employed with a discussion of requirements to assure accessibility by authorized CDC parties.
3. Should the proposed system not fully cover the functional requirements as noted in the RFP, the offeror shall discuss how the system will be developed or modified and implemented and provide a timetable for such. Such timetable shall comply with the four (4) month from date of contract award time constraint. The offeror shall also identify the resources, time, and cost necessary to achieve Project Management Reporting System compliance with the RFP including making the system accessible to appropriate CDC staff for use. These compliance activities shall be summarized in one page and provided to the Government with the Oral Presentation Materials.

Oral Presentation/Presentation Materials

Nine (9) copies for the full and open competition and six (6) copies of the small business set-aside of all presentation materials must be provided to the Contracting Officer or duly authorized representative for distribution

not earlier or later than on the day and at the time of the presentation, prior to introductions. Oral presentations and the associated presentation materials supporting the presentation should be in as much detail as the offeror considers necessary to fully explain the topics presented.

L.12 Technical Proposal Instructions

General - Proposals that merely offer to conduct a program in accordance with the requirements of the Government's Statement of Work will not be eligible for award. You must submit a proposal that sufficiently addresses the criteria hereunder. Successful performance of the proposed contract is considered dependent upon the offeror having:

- Well qualified and highly trained staff in various information technology disciplines aligned with the nature of the work specified in Section C;
- Appropriate and effective use of subcontractors (if applicable)
- Appropriate equipment, software, tools and facilities;
- Company and management experience of a similar nature;
- Public health or health domain expertise; and
- Good plans and procedures to manage the tasks and emergencies

The Government neither encourages nor discourages partnering arrangements between vendors to propose on this procurement. This solicitation does encourage the best value for the Government that meets the overall objectives and functional requirements in the most effective manner. However, the proposal must identify a single corporate entity that will have the overall management responsibility and accountability for performance on the contract. Subcontracts are encouraged to meet the functional requirements and under the full and open competition portion of the solicitation, to further small business and small disadvantaged business goals as specified below in technical criterion FAR Part 19 Adherence.

Specific Instructions

When proposing under the full and open competition portion of Solicitation 2000-N-00120, offerors shall submit their subcontracting plan with the Business Proposal.

When proposing under the small business set-aside portion of the solicitation, small businesses are not required to submit a subcontracting plan. However, if an offeror under the set-aside portion of the solicitation determines that it will propose subcontractor(s), then the offeror will be required to submit a subcontracting plan that is required to be submitted with the Business Proposal.

All offerors who propose subcontracts shall provide to the Contracting Officer fully executed subcontracts with all subcontractors not later than the date the Contracting Officer signs the contract. Subcontractors who do not have fully signed and executed subcontracts with the prime contractor shall not be allotted work under the new contract until such time as the subcontract is fully executed. In addition, a subcontractor who does not have a fully executed subcontract is not eligible to participate in any way during the transition period including, but not limited to, the hiring of incumbent contractor personnel being transitioned to new employers to perform work under the new contract.

After all Oral Presentations have been completed, and in the event the Government cannot award without discussions, the Government reserves the right to establish a second competitive range.

Discussions will be conducted with all offerors in the competitive range or with all offerors in the second competitive range if the Government establishes a second competitive range. Each offeror will be notified, in writing, to set up a time and date for the discussions. Included in the notification will be detailed technical and business issues identified by the Government for discussion. Each offeror in the competitive range will be given 10 calendar days to prepare for discussions.

The numbering system below shall be used for the major sections of the Technical Proposal. The numbering system may be expanded to number subsections within each major section. The Technical Proposal must be prepared and submitted in the following format, and, at a minimum, must include the following:

- Cover Page
- Table of Contents including index of any Tables & Drawings – **excluded from the 100-page Technical Proposal page limit**
- Glossary
- Cross Reference Table – **excluded from the 100-page Technical Proposal page limit**

- Executive Summary
- 1.0 Understanding of Work
- 2.0 Proposed Resources and Technical Approach
 - 2.1 Security Plan – **excluded from the 100-page Technical Proposal page limit**
 - 2.2 Personnel
- 3.0 Past Performance and Performance Metrics
 - 3.1 Past Performance
 - 3.2 Performance Metrics
- 4.0 FAR Part 19 Adherence (only required for the full and open competition portion of the RFP)-
Excluded from the 100-page Technical proposal page limit
- 5.0 Key Personnel Resumes – **excluded from the 100 page Technical Proposal page limit**

Identify in the proposal which information and data relates to any proposed subcontractor(s). The Technical Proposal is limited to 100 pages for topics listed above that are not identified as excluded from the 100-page Technical Proposal page limit. The “Key Personnel Resume” portion of the Technical Proposal is limited to 2 pages per resume for all designated Key Personnel. Offerors are advised that Technical Proposal text must be single sided on standard 8 ½ x 11 inch pages, have 1” margins, using 12 point font, employing single spaced lines except for any special charts, tables or diagrams where 10 point font is acceptable. All pages of the technical proposal shall be sequentially numbered. Any pages beyond the page limitations cited above will be ignored in the evaluation process.

The proposal must be accompanied by a cross-reference table (**excluded from the 100 page Technical Proposal page limit**) that relates the technical evaluation criteria and sub-criteria sections to proposal page numbers. This is to ensure that the Government technical evaluators can readily locate, evaluate, and relate proposal contents to the appropriate sections of the technical evaluation criteria.

Technical Evaluation Criteria:

The government clearly recognizes that the information technology (IT) services marketplace has substantially grown and matured in the breadth, quality, and sophistication of service providers to the government. While some of CDC’s IT service needs are generic, i.e., are common IT services such as systems engineering, data base management, help desk support, and data center operations, the majority of services require subject matter domain expertise in the areas of public health, healthcare, and health information and data. Consequently, proposals will be evaluated on the degree of expertise and demonstrated past performance in these areas for services such as systems development, data management, data analysis, knowledge management, and others related to subject matter content.

Offerors shall include a glossary in each volume of all abbreviations and acronyms used, with an explanation for each.

The Executive Summary shall include a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The important features shall tie in with Section M evaluation criteria. Any summary material presented here will not be considered as meeting the requirements for any portions of other volumes of the proposal.

1. Understanding of Work - The offeror shall provide a summary of your understanding of CDC’s mission/programmatic needs for information technology solutions based on a review of this RFP and CDC’s publicly available information on the CDC website such as the agency’s strategic plans, goals, challenges, etc. which can be found at www.cdc.gov. Some of the most relevant resources are:

CDC’s Government Performance and Results Act Plan:
<http://www.cdc.gov/od/perfplan/pp2k01.pdf>

Healthy People 2010
<http://www.cdc.gov/nchs/hphome.htm#Healthy People 2010>

Essential Services of Public Health
<http://www.phppo.cdc.gov/dphs/nphpsp/10ES.HTM>

CDC's Information Resources Management Strategic Plan
<http://www.cdc.gov/irmo/stplans.htm>

National Electronic Disease Surveillance System
<http://www.cdc.gov/od/hissb/>

CDC Health Alert Network
<http://www.phppo.cdc.gov/han/>

After reviewing these documents, address the following:

- What information technology strategies, approaches, or alternatives, if any, would your company recommend?
- What is your company's understanding of the activities and inter-organizational responsibilities of public health in the United States?
- What new industry IT directions would be of benefit to public health?
- Identify any new technical approaches and associated potential risks and describe the approach your company would use to mitigate these risks.

2. Proposed Resources and Technical Approach - Based on the offeror's understanding of the work, the proposal shall also outline the offeror's proposed resources and approach that the offeror will commit to the contract to address the requirements including:

- facilities
- technologies
- tools
- systems
- special corporate or business relationships such as certifications, licensing, or partnerships for using or supporting COTS products relevant to CDC
- offeror's organizational layout, degree and line of authority for the Program Director of this contract to make decisions quickly and authoritatively
- approaches to continuous assessment and use of customer satisfaction data
- use of recognized management methods for project management, software development life cycle(SDLC) planning and development, quality review, etc.
- problem detection, handling, escalation and resolution processes
- security (below), and
- personnel (below)

Security Plan - the contractor shall provide a brief security plan that addresses the following elements:
(excluded from the 100 page Technical Proposal page limit)

- An outline of the type facility(-ies) you use in performance of IT contracts, and the type of physical security you require for this type contract.
- Procedures for controlling, handling or accessing Government data and other information system resources during performance of IT contracts.
- Physical storage procedures to protect Government data and other information system resources during performance of IT contracts (include a brief outline of your backup, disaster, and recovery plans).
- Required limitations on employees concerning the reproduction, transmission, or disclosure of data and contract information.
- Procedures for the destruction of source documents and other contract related waste materials.
- Personnel security practices and procedures, including employee screening procedures.
- Computer security training of employees and security awareness programs provided.

- Security features used in association with proposed systems (both hardware and software), e.g., virus prevention, least privileged access, authentication, encryption, intrusion detection, and incident response.
- Outline your development and implementation plan, including milestones and due dates, for all security safeguards not already in place specifically for this contract.

Personnel - Provide a staffing plan that describes how you will supervise and manage staff that demonstrates your understanding of the labor requirements of this RFP. Include your methodology to transition incumbent staff during the transition period.

Cross-reference any company defined labor categories, descriptions, and competency, education, or certification requirements against CDC's defined labor categories. (See [Section J.25.](#))

Provide information sufficient to describe your recruiting methodologies to support CDC's evaluation of your approaches for timely availability of proposed personnel as well as new personnel over the life of the contract. You must provide a detailed description of your company's recruitment and hiring procedures, from the time a vacancy or new requirement is identified, to the time a new employee would begin work under the contract. Address your ability to expand and adjust personnel levels and categories based on variation in requirements, including geographic distribution.

Describe how you will manage staff working within Government facilities and how you propose to minimize the impact of temporary contract/task absences for circumstances such as company wide meetings, training, illness or other leave or events.

The proposal shall include a detailed description of the company's standard benefit package and its relationship to employee retention, including details regarding employee incentive/award programs offered for employees working on this contract. The discussion must include the average amount spent per person annually and the criteria for receiving awards.

Describe how the company ensures that its employees are trained on new technologies and product upgrades over time.

3. Past Performance and Performance Metrics

Offerors shall submit the information listed herein with the written Technical Proposal. Past Performance will be instituted at the following junctures in the acquisition cycle: (1) Stage 1: For all offerors if the government believes that it can award without discussion; and (2) Stage 2: In the event a competitive range is required, with only those offerors in the competitive range.

Offerors shall provide past performance information on a maximum of five contracts or tasks of similar scope, size, complexity, and subject matter active within the last three years, in accordance with the criteria listed below. Both prime contractor and subcontractor efforts shall be included and will be considered in the evaluation of Past Performance. The examples and descriptions shall be limited to the technical proposal page limitations specified in Section L.12.

Stage 1: Past performance and performance metrics information will be evaluated by the Government. Past performance surveys will not be conducted in Stage 1.

Stage 2: If a competitive range is required, CDC will conduct past performance surveys on only those firms in the competitive range. The past performance survey elements are listed below and will be applied to the survey questionnaire attached at [Section J.30.](#) The Government reserves the right to obtain and utilize past performance survey information from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government.

For Stage 2, the following elements apply:

Excellent: Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would not hesitate to do business with the offeror again.

Good: Based on the offeror's performance record, little doubt exists that the offeror will

successfully perform the required effort, most sources of information state that the offeror's performance was good, better than average, etc., that they would do business with the offeror again.

Satisfactory: Meets the minimum level of performance required by the contract.

None: No past performance history is available.

Marginal: Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.

Unsatisfactory: Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again.

Specific Instructions.

Past Performance –

Past performance references should cover the following four (4) major service areas or as many as possible:

systems development - planning, developing, operating, and supporting information systems;
systems integration - integrating legacy systems or developing systems or products such as middleware or frameworks that significantly increase interoperability of systems and data sharing;
data management - developing systems to automate collection of data from diverse sources, developing data standards, data warehouses, metadata registries, data modeling, and performing complex data analysis; and
infrastructure support - planning, operating, and supporting IT infrastructure such as database, application, messaging, file, and print servers; mainframe data center; information security program.

Specific Criteria

For the full and open competition portion of the procurement only: The following information shall be provided for each past performance contract or task provided in the proposal. **For the small business set-aside portion of the procurement only:** The following information shall be provided for each past performance contract or task order provided in the proposal and the same information shall be provided for any proposed subcontractors whose total estimated subcontract cost is 30 percent or more of total estimated contract cost.

- Contracting Agency or Organization, address. Contract number and type of contract
- Date of contract, period of performance, and place(s) of performance
- Address, telephone number, e-mail and facsimile numbers of Contracting Officer and Technical Contact in charge of project
- Size of contract or relevant task order (average number of staff and dollar value)
- Brief description of work performed, which major service area the work involved, i.e., systems development, systems integration, data management, infrastructure support, information technologies used, and any major problems encountered on the contract and the corrective actions taken.
- Identification and description of any subcontracts managed under the project
- Whether or not the contract was successfully completed and any awards or other recognitions received for the work
- Original contract amount compared to final amount (estimate if necessary) with explanation of variance
- Past performance evaluation will be based on a combination of the following three primary factors:

- Degree of relevance and similarity to this contract's work particularly in subject matter content as appropriate. The hierarchy of relevance from highest to lowest is: (1) public health; (2) healthcare or clinical health services; (3) other related health information such as health information products, computerized patient records, health insurance or medical billing data; (4) medical research; and (5) other scientific research.
- Degree of comparability in size and complexity for both management, technical, and tools applied, and duration;
- Success and quality of past work as documented by the offeror and as verified by the government through reference validations.

Performance Metrics - The following metrics and statistics should be provided specifically for the contract(s) identified above. If contract specific statistics are not available, company-wide statistics may be provided. If company wide statistics are utilized, the data must be within the last three years and be the most current data available. If the offeror does not have historical statistics or measurements as described, the proposal shall provide whatever historical information the offeror considers most relevant to a particular sub-criterion.

a. Identify what software development performance measurements your company uses, if any, e.g. function point analysis, lines of code per developer, failures per thousand lines of code, etc. Provide any benchmarks that you have measured and goals established for the benchmarks. Also, indicate your firm's rating, if any, on the Software Engineering Institute's Capability Maturity Model (levels 1-5), ISO 9000 compliance, or other industry measures of software development productivity and quality.

b. Provide the company's historical metrics of technical training as measured by corporate training dollars spent (costs not reimbursed by a customer as direct costs) per employee in the last three years - using either the calendar or company's fiscal year.

c. Identify your company's turnover rate as well as the turnover rate of any parent organization, and/or affiliate organizations as measured by the number of employees who have left the company in the last three years - using either the calendar or company's fiscal year - divided by the average employee base of the company (the average of staff onboard at the beginning of the year and the end of the year). Departures must include those who left even as the result of the loss of a contract; however you may footnote your rate with an explanation and recalculation that excludes unusual circumstances. "Your company" refers to that portion of the company that is proposing on this contract and which deals with providing information system services (e.g., the turnover statistic would not include the turnover in a hardware manufacturing division of the company).

d. On all previous or current cost-type contracts identified in Paragraph 3 above entitled Past Performance and Performance Metrics, data on the estimated and actual weighted average labor costs per hour. If you have held no cost-type contracts, state so. Identify and quantify any factors that contributed to differences between estimated and actual costs.

e. Briefly describe your company's labor relations experience in the last three years as it relates to: 1) experience as a successor contractor in taking over the existing employees of the predecessor contractor (cite actual statistics and explanations), 2) any work stoppages experienced as a result of union or other employee actions, 3) involvements in unfair labor practice charges before the National Labor Relations Board or the courts and the ultimate resolution (or current status) of such actions, 4) summary statistics on grievances filed and arbitration results, and 5) any findings from Equal Employment Opportunity (EEO) Compliance Reviews, sexual harassment, litigation, or other complaint investigations.

f. Provide brief descriptions of any awards, citations, or honors for quality, effectiveness, innovation or leadership that have been received by your company for work related to this RFP. Note the source (federal, state, industry, professional association, etc.), year, citation, purpose, and breadth of the honor (e.g. internationally recognized award, national, regional, state, or local).

g. Provide your company's yearly gross revenue, net worth, and profit figures for each of the most recent three fiscal years of your company as reported in your annual report to stockholders, the Securities and Exchange Commission, or Internal Revenue Service.

h. For offerors proposing under the full and open competition portion of the solicitation only: Provide your Small Disadvantaged Business Participation Plan. Include a discussion, along with documentation, that demonstrates past performance in complying with subcontracting plans for SDB concerns or prior SDB participation targets. Offerors who do not have past performance documentation must state the reason why. CDC understands that the requirement for SDB participation targets is relatively new; your firm might not have been awarded any contracts with SDB participation targets. CDC understands that small businesses are exempted from

submitting subcontracting plans and would therefore not have been required to establish SDB goals. Nonetheless, you must state the reasons why you have no past performance relative to SDB targets.

4. FAR Part 19 Adherence

Note: This evaluation criterion is required for the full and open competition portion of this solicitation. However, if, under the small business set-aside competition portion of the solicitation, an offeror chooses to subcontract, then the offeror shall provide a Subcontracting Plan document that shall be included in the Business Proposal. There is no minimum percentage of subcontracting required when a small business provides a Subcontracting Plan document. However, small businesses that choose to subcontract, must clearly provide documentation in their Business Proposal that they will provide in excess of 50% of the labor associated with the contract.

Your completed Subcontracting Plan document shall be included in the Business Proposal. **Under the full and open competition portion of the solicitation, complete the Subcontracting Plan document using not less than 23% of the total estimated contract dollars for subcontracting plan goals.** All elements of your firm's plan to accomplish not less than 23% for subcontracting will be evaluated. Points assigned to this evaluation criteria as stated in Section M will be based on CDC's analysis of the following information:

- Provide a narrative summary of your subcontracting procedures including how you select subcontractors as well as what restrictive agreements you require, if any, with respect to your use of other subcontractors or any subcontractor's rights to bid independently of you for other opportunities at CDC. If your firm has no restrictions, so state. Also, the proposal **MUST** affirm the offeror's willingness to seek new subcontractors under the following circumstances: as technologies and requirements change; opportunities to leverage another firm's expertise are identified; and when existing subcontractors are unable to staff a new requirement within the time frames required in the contract. If the proposal does not affirm this, the proposal will be evaluated that the response is negative and that offeror is not willing to seek new subcontractors under the aforementioned circumstances.
- Offerors are encouraged to compete opportunities with the types of firms identified in FAR Part 19. Offerors' adherence to the programs identified in Part 19 is critically important to CDC. When proposing SDB firms, you will receive credit for SDB participation targets for those SDB firms with authorized NAICs, as authorized by the Department of Commerce for inclusion in the program. For Department of Commerce NAIC Groups applicable to FAR Part 19, see <http://www.arnet.gov/References/sdbadjustments.htm> For Small Business Administration HUBZone qualified small business concerns applicable to FAR Part 19, see <http://www.sba.gov/hubzone>.
- Prime offerors shall insure that:
 - a. Unless you are a Small Disadvantaged Business (SDB) receiving a price evaluation adjustment you submit an SDB Participation Plan.
 - b. Your Plan identifies separate dollar and percentage targets for SDB participation for the total seven-year contract period. Identify the role of the SDB(s), e.g., prime, joint venture partner, teaming member, or subcontractor. Identify each SDB separately. Provide the SBA certification for each SDB. SDB self-certification status is not acceptable. Include the following information for each SDB participant:

Name of SDB
Address
Point of Contact
Telephone Number of Point of Contact
E-Mail Address
Facsimile Number
Estimated Dollar of Participation
Estimated Percentage of Participation
NAIC Category

For evaluation purposes, offerors shall estimate both dollar and percentage of participation targets for all seven periods of performance using your cost proposal for the estimated amount of the contract. The Contracting Officer shall insert your stated SDB targets into Section G of the contract document. **NOTE:** This is an ID/IQ type contract and the actual dollar value of the contract can vary significantly. The Contracting Officer will utilize only target percentages (as opposed to dollars) as the basis of determining if the Contractor has met its SDB participation

targets during contract performance. At contract completion, the target percentages of each proposed SDB participant will be compared to the actual percentage of SDB participation based on the total contract amount as calculated through the issuance of individual task orders.

When applicable, prime offerors shall give a 10% price evaluation preference to all HUBZone small business concerns offering on subcontracting opportunities in compliance with the process set forth in FAR Part 19.1307.

- Offerors are encouraged to conduct the competitive subcontracting opportunities in much the same way as the Federal Government conducts competitive procurements for set-asides and other FAR Part 19 programs so that responders to your competitive procurements can elect to submit competitive proposals to more than one potential offeror. Further, offerors are encouraged **NOT** to require exclusive subcontracting agreements with their apparent awardee(s). Offerors are encouraged to create contingency subcontracts with their apparent awardee(s) based on the contingency that the prime is selected for award.
- Offerors shall provide evidence that they have conducted competitive acquisitions. The information required by CDC in the Technical Proposal for these competitions shall include, but not be limited to:
 - a. A copy of the Request for Proposal type document used to conduct the competitive procurement(s) (submitted as an attachment to the Technical Proposal). Include the evaluation criteria you will use to evaluate proposals.
 - b. Evidence and discussion of the methods used to solicit offers, e.g., a copy of the advertisement used to advertise the opportunity. Also, provide evidence of contacts made to solicit names of companies for these procurements, e.g., Federal Agency procurement offices, the Small Business Administration, etc. Include a copy of each bidder's mailing list for each RFP type document used (submitted as an attachment to the Technical Proposal).
 - c. Validation of the type of businesses (all designations and/or certifications required by FAR Part 19) responding to the Request for Proposal type document(s).
 - d. Past Performance results. Offerors are encouraged to perform past performance analysis that covers technical, business, and performance issues in much the same way CDC is pursuing past performance in this RFP and evidence that this has been accomplished by providing CDC with analysis results.

Also, offerors shall provide a listing of strategic alliances that currently exist or have existed within the past five years with other companies, institutions, etc. The listing shall be limited to those strategic alliances having a direct relationship with the work described in Section C and at a minimum include the following information:

- The name and type of organization listed;
- The type of work done with the organization;
- The relevancy of Section C to the work done with the organization;
- What significance the strategic alliance might bring to the contract;
- The type of alliance developed (e.g., contractual, collaborative, etc); and
- How long the strategic alliance has existed.

Offerors shall describe how subcontractor performance will be evaluated and how your firm will mitigate and resolve unsatisfactory performance. Your proposal shall also describe your relationship with the subcontractor sufficiently so that the government will understand the relationship in the context of the contract's budget, estimating process, and finally, what processes your company will implement to minimize costs and potential cost increases.

Offerors shall also describe any plans to utilize Temporary Help Agencies as a means to provide support under this contract. If you do not anticipate using Temporary Help Agencies, so state.

5. Key Personnel Resumes

Provide the resumes of the Key Personnel identified in Section H.8 not to exceed two pages each. The resumes shall specify training, education, and experience with dates for each. Do not include individuals in your proposal with whom you have no work agreements simply as examples of the types of individual you would seek out. If these people are not currently employed by your firm, indicate where they are actually working at the time of proposal submission. In the event that proposed personnel are not currently employed by the offeror, the technical evaluation score may be adjusted. The adjustment will vary based upon the degree of confidence the offeror gives

regarding the timely availability of the proposed personnel. The offeror may include employment acceptance letters contingent (or not) on contract award for personnel not currently employed by the offeror. Such letters should not be more than 90 days old from time of proposal submission.

L.13 Business Proposal Instructions

The written business proposals for solicitation 2000-N-00120 shall consist of the elements described below. There is no page limitation; however, offerors who submit more information than that which is required to be submitted in their Business Proposals will not have those pages reviewed by the government. Any additional information will be removed or redacted prior to the Business Proposal review by the Technical Evaluation Committee. The Business Proposal shall be comprised of the following elements:

(a) **Contract Form and Representation and Certifications**

The contract form found in Part I, Section A, and the Representations and Certifications contained in Part IV, Section K, of this Request for Proposals must be executed by an official authorized to bind the offeror.

(b) **Cost and Pricing Data**

Offerors must submit, as a minimum, cost proposals supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. The requirement for submission of certified cost and pricing data may be instituted. In the event certified cost and pricing data is required, the contractor is required to submit certification within five (5) calendar days of receipt of the request from the Contracting Officer.

Provide your Subcontracting Plan with the Business Proposal as a complete and separate section. The CDC Subcontracting Plan document (Section J.34) is a requirement of this RFP; however, the completed Subcontracting Plan document has no assigned points. Complete the Subcontracting Plan document using not less than 23% for subcontracting plan goals.

(d) **If your firm has a telecommuting policy, provide the policy.**

(e) **The additional items listed below shall also be provided. The itemized cost and the rationale for individual elements shall be furnished as follows:**

1. Include backup data to support the type of labor and estimated number of hours within each labor category, where estimated hours are not specified by the RFP; provide supporting information required by FAR 52.222-46 for professional employees (national and regional compensation survey data, etc. used to establish a total compensation plan). If your accounting system requires nonproductive labor hours (vacation, holidays, sick leave, etc.) to be charged as direct labor, all such costs must be separately identified and priced. Section J.1 provides a chart of general labor areas and estimated hours per year. These estimates are based on current requirements plus estimated increases for new requirements.

2. Include backup data to support the estimated amount of material, projected management and subcontracting (including, if applicable, description of materials to be procured, basis for proposed subcontracts, type of subcontracts proposed, and proposed subcontract amounts).

3. For evaluation purposes, offerors should include the following specified amounts for travel and training. The following estimates are based on an 84-month contract term. The anticipated award date of the contract is April 1, 2002. The basic period of performance is anticipated as April 1, 2002 through June 30, 2002. Thereafter each period of performance will be July 1, through June 30 of each year through the last option of the contract. These dates will be modified accordingly based upon the actual date of the contract awards.

4. Offerors should separately identify any anticipated transition/startup costs expected to be incurred in support of the activities described in Section C.8(A), Transition and Startup. The offeror should provide backup data to support all such costs determined necessary to conduct an orderly and effective transition. For proposal development and evaluation purposes, the offeror may assume a 90-day transition period.

Phase In Costs	\$ To Be Determined by Offeror
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Base Period (3 months)	
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Travel and Training	\$44,000.00
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Option Period 1	
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Travel and Training	\$185,500.00
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Option Period 2	
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Travel and Training	\$196,630.00
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Option Period 3	
Travel and Training	\$208,428.00

Option Period 4	
Travel and Training	\$220,934.00

Option Period 5	
Travel and Training	\$234,190.00

Option Period 6	
Travel and Training	\$248,242.00

Option Period 7 (9 months)	
Travel and Training	\$181,500.00

d. If the offeror's proposal includes an employee incentive plan for awarding cash bonuses to employees, the offeror should fully describe the plan as part of the business proposal. The plan should specify the objective and subjective criteria proposed, relationship to quality and timeliness of services as specified in the RFP, and your company's experience with other plans of this nature. Do not write an incentive plan to respond to this RFP. Provide a description of the plan, funding limit, clearly indicate whether such an incentive is proposed as a direct or an indirect cost, and the level of Government involvement in the process, if any.

1. Unless previously submitted to the office issuing this Request for Proposal, copies of your current established wage and salary schedule and travel policy must be submitted with the proposal.

2. A copy of any current approved provisional indirect cost rate agreements, including allocation and application of indirect cost rates to this proposal (including major subcontracts), and whether you have established rates for both Government-site and contractor-site performance. Provide an analysis of differences, if any, between the proposed indirect rates and the approved rates.

NOTE: The offeror must state whether the costs proposed are based upon the use of "uncompensated overtime", and whether offeror's uncompensated overtime policy has been reviewed by its cognizant Government audit office. In cases where the Offeror proposes uncompensated overtime or other creative compensation and contracting techniques for professional/exempt employees, the Government will assess the reasonableness of the Offeror's response with the possibility of a degradation in the levels of technical performance and quality on the proposed product/service, as well as the potential added complexity (for the Government) in utilizing this approach.

IDENTIFICATION OF UNCOMPENSATED OVERTIME (JANUARY 1992)

Definitions

Uncompensated Overtime: The hours worked in excess of the standard 40 hour work week by employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation.

Uncompensated Overtime Labor Rate: The hourly rate for FLSA exempt salaried employees who work uncompensated overtime hours.

General

CDC's major concern is proper allocation of cost to the proper cost objectives. Therefore, any accounting method used by a firm that works uncompensated overtime, must include a method to properly allocate all costs incurred to the correct cost objective. The Government currently recognizes three methods for recording and accounting for uncompensated overtime hours. The preferred method, "full time accounting", records all hours worked by all employees and allocates the hours to their correct cost objectives, whether direct or indirect.

The use of uncompensated overtime and full time accounting results in an hourly labor rate for FLSA exempt salaried employees, who work uncompensated overtime, which is lower than an employee's standard hourly rate (yearly salary divided by 2080 hours per year). This lower rate is determined by dividing an employee's total

yearly salary by the total hours worked during the year. Compensated personal absences, such as holidays, vacations, and sick leave, must be included when determining the total number of labor hours to be worked in a year.

An alternate method for determining an uncompensated overtime rate would be to multiply an employee's standard hourly rate by 40, $\$20 \times 40 = \800 , and then divide the result by the total number of anticipated hours to be worked for a week (for this example, 45 hours per week), $\$800/45 = \17.78 . This represents a \$2.22 per hour reduction over an employee's hourly rate based on a 40-hour work week. This lower rate, \$17.78, in lieu of the \$20.00 can be used to develop an offeror's proposed costs.

Evaluation

The use of the lower hourly rate derived from the use of uncompensated overtime must, like any other cost element proposed, be adequately supported to receive full consideration in the evaluation of a firm's cost proposal. Since uncompensated overtime policies vary from firm to firm, some safeguards must be used to prevent any unjustified credit being given to firms that claim, but do not have, an uncompensated overtime system. As a result full disclosure of current policies practiced by your firm are required to ensure a fair and equitable evaluation of labor costs proposed.

Any offeror that proposes uncompensated overtime and cannot support the proposed uncompensated overtime hours and uncompensated overtime rates in their accounting system, using an acceptable uncompensated overtime accounting method, will be evaluated based on the standard work year of 2080 hours. The objective of this type of evaluation is to preclude any unfair cost advantage being given to a firm who proposes uncompensated overtime rates that cannot be supported.

Any offeror proposing uncompensated overtime, must separately identify for the prime and any proposed subcontractor(s) using the labor charts in Section J.1, by labor category, the number of compensated hours, the number of uncompensated overtime hours, and the resultant uncompensated overtime labor rate proposed. This data is required regardless of the type of accounting system used to account for the uncompensated overtime hours and must be verifiable through a review of the firm's accounting records.

In the event you do not have a Government approved accounting system and/or have never had a Government cost reimbursement contract, the following is required (include major subcontracts), and must be submitted:

- a. Description of your present accounting system and any changes contemplated as a result of your proposal.
- b. Make-up or basis for the indirect cost rate(s) proposed in response to this RFP.
- c. Current financial statement (balance sheet and/or profit and loss statements for the last two years).
- d. State what percentage this proposed contract will represent of the offeror's estimated total business during the period of performance.
- e. Describe fully the impact of this contract on the offeror's organization and any contingency, limitation, and conditions affecting this project.

DEVELOPMENT OF FIXED FEE FOR PURPOSES OF CONTRACT AWARD

Offerors shall propose fixed fee for contract award purposes by developing a fixed fee for each of the following cost plus fixed fee task order types in the manner described below. The Government is providing estimates for low, moderate, and high risk cost plus fixed fee type task orders below. **Note: Fixed Fee for cost plus fixed fee performance based type task orders will be negotiated at the time a Statement of Work is received that lends itself to performance based requirements and incentives.**

Low Risk Cost Plus Fixed Fee Task Orders – Based upon offeror's understanding of the work described in Section C of this Request for Proposals, include a discussion of the types of work offeror would describe as low risk. The discussion shall be included in the Business Proposal and shall not be longer than one page in length. Include identification of RFP labor categories associated with low risk type work. Develop a fixed fee for this type work.

Moderate Risk Cost Plus Fixed Fee Task Orders - Based upon offeror's understanding of the work described in Section C of this Request for Proposals, include a discussion of the types of work offeror would describe as moderate risk. The discussion shall be included in the Business Proposal and shall not be longer than one page in length. Include identification of RFP labor categories associated with moderate risk type work. Develop a fixed fee for this type work.

High Risk Cost Plus Fixed Fee Task Orders - Based upon offeror's understanding of the work described in Section C of this Request for Proposals, include a discussion of the types of work offeror would describe as high risk. The discussion shall be included in the Business Proposal and shall not be longer than one page in length. Include identification of RFP labor categories associated with high-risk type work. Develop a fixed fee for this type work.

Offerors shall then, using an average based upon offeror's Low, Moderate, and High Risk fixed fee determinations, propose a composite fixed fee dollar amount for proposal development purposes.

Evaluation

This information will serve as further evidence of offeror's understanding of the work, specifically the identification of any potential risks and the description of the approach your company would use to mitigate these risks (see Section L.12.1 Understanding of Work). CDC uses the Department of Health and Human Services Acquisition Regulation, Subparts 315-404-2 and 315-404-4 for developing its structured approach for fixed fee type contracts/task orders. Offerors should consider these factors in developing fixed fee for low, moderate and high-risk work under this contract. For purposes of submitting proposals, use the following CDC identified low, moderate, and high risk percentages.

Full and Open Competition

<u>Low Risk</u>	<u>Moderate Risk</u>	<u>High Risk</u>
20%	50%	30%

Small Business Set-Aside Competition

<u>Low Risk</u>	<u>Moderate Risk</u>	<u>High Risk</u>
30%	50%	20%

f. Other Administrative Data

(1) Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement to the effect that it is firm for a period of at least three hundred and five calendar days from the date of receipt by the Government.

(2) List the name and telephone number of the person to contact regarding your proposed accounting system.

Name: _____ Telephone No.: _____

(3) List the name, address, and telephone number of your firm's cognizant Government audit agency:

Name: _____ Telephone No.: _____

Address: _____

(4) Your proposal must list any current commitments with the Government relating to the work or services and indicate whether these commitments will or will not interfere with the completion of work and services as contemplated under this proposal.

(5) Attention is directed to Section H.16 special clause entitled "Organizational Conflicts of Interest." In this section of the proposal, the offeror shall discuss any known potential conflicts with existing efforts being performed under contracts or subcontracts and shall address their plans for ensuring avoidance of conflict of interest under this contract. Of critical importance is the offeror's commitment to the performance of the work required under this contract. Thus, offerors shall provide a brief narrative discussion of how a future conflict would be resolved so as to ensure that there is no interruption in the work performed under this contract.

(6) Your proposal must identify any former DHHS employee to be utilized on this project by providing the individual's name when employed by DHHS, where employed, and the capacity in which employed.

(7) Your proposal must indicate whether you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. (If not, indicate the amount required and the anticipated source.)

(8) It is DHHS policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-furnished property or to authorize purchase with contract funds. If additional

equipment must be acquired, you must include in your proposal a description and the estimated cost of each item, and state whether you propose to furnish the item with your own funds.

(9) You must identify all Government-owned property in your possession, and all property acquired from Federal funds to which you have title, that you propose to use in performing the prospective contract. The management and control of Government property must be in accordance with DHHS Publication (OS) 74.115 entitled "Control of Property in Possession of Contractors," a copy of which will be provided upon written request to the Contracting Officer at the address listed in Sections L.10.

(10) Provide a summary of any exceptions or deviations taken or conditional assumptions made with respect to the RFP. Any exceptions taken must be explained and justified in terms of the benefits to the Government. Such exceptions will not, of themselves, automatically cause the proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable. No exceptions/deviations will be accepted unless a formal amendment to the RFP is issued (other than informalities or minor irregularities).

L.14 Acknowledgment of Receipt

Organizations receiving copies of this Request for Proposal are requested to promptly acknowledge receipt and advise CDC, at the address in Block 8 of the Standard Form 33, in writing or via e-mail @ dsf2@cdc.gov.

Section M - Evaluation Factors For Award

Note: Unless Otherwise Specified in this Section, all information applies to both the full and open and small business set-aside competitions.

FAR Source	Title and Date
52.217-5	Evaluation of Options (Jul 1990)

M.1 Evaluation of Options

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

Selection of an offer will be made on the basis of the most advantageous alternative to the Government provided that the contract prices reasonably represent the value of bona fide requirements for each fiscal year. This determination with respect to contract prices will be made after evaluation of such factors as commercial or catalog prices for short-term leases, system startup expenses, multiyear price protection, assured system life availability of equipment, software and vendor support. If a determination is made that an offeror does not meet these criteria, that offer cannot be accepted for award.

M.2 Evaluation of Proposals

This section is intended to explain the rationale and precise criteria by which proposals resulting from this solicitation will be evaluated. Offerors are advised that they are not restricted as to what is presented in their proposals, as long as sufficient material is provided to allow evaluation of specific proposal elements defined in Section M.3 that follows.

M.3 Proposal Evaluation Criteria

Proposals will be evaluated on the following bases. The criteria identified in the following paragraphs are keyed to the proposal preparation instructions contained in Section L.

A proposal that has no weaknesses and no particular strengths above and beyond meeting the basic requirements defined in the RFP for a particular evaluation criteria element, will receive less than the full credit available on that element. To achieve the full credit for an element, the proposal must go well beyond the requirement by offering exceptionally innovative or particularly well thought out or insightful methods, procedures, solutions or new opportunities for major improvements.

Part I - Technical Proposal Evaluation

Criterion 1 - Understanding of Work

This criterion will be scored on the degree to which the offeror demonstrates an understanding of CDC's mission and program's current application needs of and future needs for information technology solutions.

Criterion 2 - Proposed Resources and Technical Approach

This criterion will be scored on the strength of the proposed resources and approach that the offeror will commit to the contract to address the requirements.

Criterion 3 - Past Performance and Performance Metrics

Stage 1:

This criterion will be scored on the degree of relevancy and success in past performance efforts and performance metrics of a similar scope, size, complexity, and subject matter in accordance with the RFP. Performance measures will be evaluated on the degree of quality, success, and risk found in these measurements.

Stage 2:

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the contract requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective-judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all RFP requirements, such as cost, schedule and performance, including standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the Customer.

The lack of a performance record may result in an unknown performance risk assessment which will neither be used to the advantage nor disadvantage of the offeror.

- (a) Offeror's shall submit the information called for in Section L.12.3.
- (b) Each offeror will be evaluated on their performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which the offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror, and references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

Criterion 4 - FAR Part 19 Adherence (For Full and Open Portion of Procurement Only)

This criterion will be scored on the strength of any subcontracting relationships, the presence of a strong overall management structure, and the attainment of subcontracting goals. Specifically:

Offerors who have restrictive subcontract agreements as evidenced in the subcontract documents received with the technical proposal so that subcontractors are restricted in any way from pursuing other opportunities at CDC, will receive lower evaluations than those offerors who do not.

Offerors who conduct competitive procurements and who do not require exclusive subcontract agreements, pre-award, will receive a higher evaluation than those offerors who require pre-award exclusive agreements, as evidenced by the subcontract documents received with the technical proposal.

Offerors who propose SDB firms in compliance with FAR Part 19 for the Small Disadvantaged Business Participation Plan will receive more credit than those offerors who do not. The quality and cost effectiveness of the plan will be evaluated and be a determining factor as to what credit is given. In addition, offerors who include HUBZone subcontracting opportunities will receive more credit than offerors who do not. The quality and cost effectiveness of the HUBZone participation plan will be a determining factor as to how much credit is given. Offerors who propose firms in compliance with FAR Part 19 who bring recognized expertise in specific advanced technologies or hard to find skills will result in a higher score than those who propose subcontractors not having recognized information technology expertise in the skills required in this RFP.

Strategic alliance information will be evaluated on the quality of the alliance, i.e., the strength of the relationship, how long the alliance has existed, and how closely the strategic alliance aligns itself with the scope of work articulated in this RFP.

The management of subcontracts will be evaluated as to how strong and effective the processes are which offerors put into place to insure quality, timely, and cost effective subcontractor performance.

This factor will be evaluated and effectiveness determined by the cost efficiencies proposed for using Temporary Help firms to fill vacancies and how well and to what degree offerors have integrated the use of Temporary Help firms into their recruiting strategies.

Criterion 5 - Key Personnel Resumes

This criterion will be scored on the strength of the expertise in the key personnel proposed.

Point assignment for evaluation of the initial submission of above criteria for the full and open competition portion of the RFP is as follows:

<u>Evaluation Criterion</u>	<u>Points</u>
Understanding of Work	150
Proposed Resources and Technical Approach	150
Past Performance and Performance Metrics Submittals	200
FAR Part19 Adherence	200
Key Personnel Resumes	100

EVALUATION POINTS AVAILABLE FOR AWARD WITHOUT DISCUSSION	800
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If a competitive range is established, the government will:

1. Conduct oral presentations with all offerors in the competitive range; and
2. Evaluate the success and quality of past work through the use of past performance surveys (see Section J.30).

Oral Presentations and Past Performance Surveys will be evaluated as follows:

Results of Past Performance Surveys	100
Oral Presentations	100

EVALUATION POINTS AVAILABLE AS A RESULT OF COMPETITIVE RANGE	200
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TOTAL EVALUATION POINTS AVAILABLE	1000
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Oral presentations will be scored on the strength of how offeror presents how work will be managed and strength of the demonstration of offeror's online Project Management Reporting System.

Past Performance Surveys will be scored based on the results of reference validations.

Point assignment for evaluation of the initial submission of above criteria for the small business set-aside competition portion of the RFP is as follows:

<u>Evaluation Criterion</u>	<u>Points</u>
Understanding of Work	150
Proposed Resources and Technical Approach	150
Past Performance and Performance Metrics Submittals	200
Key Personnel Resumes	100

EVALUATION POINTS AVAILABLE FOR AWARD WITHOUT DISCUSSION	600
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If a competitive range is established, the government will:

1. conduct oral presentations with all offerors in the competitive range; and
2. evaluate the success and quality of past work through the use of past performance surveys (see Section J.30).

Oral Presentations and Past Performance Surveys will be evaluated as follows:

Results of Past Performance Surveys	100
Oral Presentations	100

EVALUATION POINTS AVAILABLE AS A RESULT OF COMPETITIVE RANGE	200
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TOTAL EVALUATION POINTS AVAILABLE	800
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Part II - Cost Proposal Evaluation

Additionally, the offeror's cost data will be evaluated to analyze and assess the accuracy and reasonableness of the proposed cost, the realism of the proposed cost, and probable cost to the Government. The cost proposal will also be used to develop an assessment of risk to the government in making the award; i.e., as an aid to CDC in determining the offeror's understanding of the work requirements, assess the validity of the offeror's approach to performing the work, and assess the offeror's professional employee compensation plan and ability to provide high quality uninterrupted work. Risk will be assessed as low, moderate and high. The government will not make an award to a low estimated cost offeror with a high risk assessment nor will the government make an award to a high estimated cost offeror with a low risk assessment without substantial technical benefit as identified through a cost-technical trade off as defined in M.4 below.

M.4 Relationship Between Cost or Price and Technical Strength

Offerors are advised that in the evaluation process technical proposals and cost or price will be of approximately equal importance.

This RFP will result in a best value source selection. Best value means that the government will perform a cost/technical trade-off analysis such that business judgment will be exercised in selecting the most advantageous alternative to the government, considering both the technical merit and costs of proposals. The determination of best value will be made by comparing the differences in the value of performance capability factors with the differences in the costs proposed. The government will not make an award at a significantly higher overall cost to the government to achieve only slightly superior performance capability features. The government will make this assessment through the development of trade-off analyses and other analytic studies that involve the assessment of benefits of superior performance capability features - for example, economic benefits clearly attributable to increased productivity; probability of successful contract performance; unique and innovative approaches or capabilities - versus added costs. Overall cost to the government may become the ultimate determining factor for award of the contract as proposals become more equal based on the other factors. The degree of equality between offerors' proposals will be measured by the quantity, significance, and applicability of the superior features proposed and not by the total scores achieved.

Cost/price realism and cost risk/probable cost to the government are of significant importance in the overall contract award decision. Therefore, offerors are reminded that award will be made to that offeror whose proposal provides the combination of features that offers the greatest overall value to the government.

The cost and business portion of offerors' proposals will not be assigned quantitative scores. The information contained in the Cost/Price Proposals will be analyzed and evaluated to determine validity, realism and reasonableness of each cost proposed, and to assist in determining the cost risk and most probable cost to the government, including options to extend the period of performance of the contract. The evaluation will include an assessment of the cost of doing business with each offeror and predicted growth in the proposed costs during the course of the contracted effort. The purpose of this cost realism analysis will be to determine if:

- (a) The offeror's proposed costs are realistic for the work to be performed;
- (b) The proposed costs demonstrate that the offeror understands the government's requirements; and

(c) The proposed costs are consistent with the various elements contained in the technical proposal and other portions of offeror's business proposal.

Based upon this cost realism analysis, an assessment will be made of the most probable cost to the government when awarding the contract to a particular Offeror.